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The Solicitors' Journal and Reporter.

LONDON, JULY 20, 1889.

CURRENT TOPICS.

MR JUSTICE DENMAN and MR. BARON POLLOCK will be the Vacation Judges for the year commencing the 13th of August. The latter learned judge will take the earlier portion of the Long Vacation, up to the middle of September.

THE CHANCERY REGISTRARS in Vacation will be MR. CARRINGTON for the first half and MR. LAVIE for the second.

MR. JUSTICE CHITTY will take no more witness actions after this week. During the present sittings that judge has disposed of ten witness actions in the six days he has been able to devote to that class of business. It is also understood that Mr. Justice KAY will not hear any causes after the 27th inst.

IT IS ANNOUNCED that the judges of Court of Appeal No. 2 will resume their sittings in that court on Monday, the 22nd inst. As at present arranged, Chancery final appeals will then be heard. Chancery interlocutory appeals will be taken on the 24th inst., and appeals from the County Palatine Court of Lancaster on the 1st of August.

THERE ARE nineteen more days of the present sittings, and it seems quite possible that the Court of Appeal No. 2 may be able to dispose during that time of the thirty-five Chancery final appeals still in the list. It would, however, appear hopeless to expect that Court of Appeal No. 1 will be able to dispose of the fifty Queen's Bench appeals now remaining to be heard.

IN ORDER to remedy the defect in the Rules of December, 1888, which permitted an order appointing new trustees to be made at chambers, but omitted to give the power to proceed to vest the trust estate in the new trustees so appointed—a defect which was pointed out in these columns at the time—the rules of June, 1889, give the additional power. Seeing that these rules have the force of an Act of Parliament, it is to be supposed that this new provision will meet the not unreasonable scruples of the Bank of England.

THE MOTION OF CENSURE of the retiring president, proposed at the recent meeting of the Incorporated Law Society, had one undesigned result: it enabled the members of the society to put on record their grateful appreciation of the manner in which he had discharged the duties of his office. The enthusiasm with which the unusually large meeting greeted Mr. LAKE was as unprecedented as the motion, and fitly testified the feeling of solicitors as to the value of his services to the profession. The expressions of opinion by provincial law societies, which we print elsewhere, are not less emphatic, and we are sincerely rejoiced that an opportunity should have been afforded for manifesting that the profession is not destitute of a sense of gratitude for hard work,

skill, and ability ungrudgingly bestowed on the promotion of its interests. Such a demonstration as has occurred is not merely gratifying to the retiring president, but must also act as a stimulus to every present and future official of the society. We may, perhaps, now, without impropriety, give one or two reasons for the satisfaction we have repeatedly expressed with reference to Mr. LAKE's conduct of the business of the society. We think we may be permitted to speak plainly, and may be taken to speak without bias, because, although fully appreciating the energy and ability which he always displayed, we have had occasion in these columns at times to dissent very seriously from the course taken with regard to certain matters, which we believed to be due to his inspiration. Mr. LAKE is a man with strong views, and uncommonly difficult to lead by the nose. He is tenacious of his opinions, and, like most men who know their own minds, has a considerable faculty for getting his own way. But once give him solid reasons for believing that his line of action is wrong, and there will be no false pride or pompous obstinacy to prevent him from altering it. He has steadily kept in view the position of the council as the representative of the wishes of the profession, and has never assented to the principle which, for want of a better name, we have termed the "automatic box principle." At one time it was supposed that the council never acted unless you dropped in a formal petition or request or representation: they paid no heed to any discussion outside the walls of the Law Institution. All that has been altered, and this is no inconsiderable cause of gratitude to Mr. LAKE. But, beyond this, we have been particularly impressed with the skill and assiduity with which he has encouraged and assisted solicitors, outside the council, who have shewn any disposition to work for the interests of the profession. There has not been the remotest trace of jealousy of outside action, but help has been welcomed from anyone likely to forward any matter of importance to solicitors. The president would work with any persons if they were working in the right direction, and, what is more, would take care that due credit for their work was given to them. This, again, is a novel feature in the administration of this last year. With regard to Mr. LAKE's own efforts, all we can say is that the extent of the dexterous personal influence he has exerted with regard to matters vitally affecting the profession will never be publicly known, but an interesting history could be related by those who were to some extent behind the scenes.

THE GOVERNMENT have made an attempt to cobble up section 18 of the Customs and Inland Revenue Act, 1889; but with so little success that on Monday, when the Bill containing the "amending" clause was read a second time, Sir HORACE DAVEY declared that it made confusion worse confounded, and the Attorney-General admitted that some change in the Bill might be necessary, and invited assistance in framing an amendment. There is an extremely simple change which would remove some of the most serious doubts occasioned by section 18—viz., to provide that it shall not apply to contracts for the sale of land. It is admitted on all hands that, as a matter of fact, the Revenue is not defrauded to any extent by purchasers of land resting on the contract: equitable interests in land are almost invariably conveyed by deed. What possible reason, then, can there be for extending the provisions of section 18 to such interests? The amendment proposed by clause 15 of the new Bill does not, however, touch the matter. The clause provides that—

15.—(1.) Section eighteen of the Customs and Inland Revenue Act, 1889, shall not apply to:—

- (a) an instrument containing a contract for the purchase of any property and executed or signed by or on behalf of the purchaser only; or
- (b) an instrument containing a contract for the sale or purchase of any copyhold or customary lands or hereditaments which must pass to the purchaser by surrender or grant, or of any property situate out of the United Kingdom;

but any such instrument and any instrument made subsequently thereto for the purpose of vesting such lands, hereditaments, or property in the purchaser, shall be chargeable with the stamp duty with which it would have been chargeable if the said Act had not been passed.

(2.) In any case in which the *ad valorem* conveyance duty has, in conformity with the said section, been paid upon an instrument containing a contract, and an instrument has been subsequently made for the purpose of vesting the property contracted to be sold, the Commissioners of Inland Revenue shall, on application and on production of both the instruments,

either denote on the subsequent instrument the payment of the *ad valorem* duty under the provision contained in section 14 of the Stamp Act, 1870, or transfer the *ad valorem* duty to that instrument.

It will be observed that this provision meets two of the objections we raised to section 18. We pointed out that it was not clear whose duty it would be to have the contract stamped, but that if the party whose duty it was to stamp it neglected to do so within the period allowed, the other party would be left to have it stamped on payment of heavy penalties. Paragraph (a) of the above-quoted clause appears, in effect, to provide that the part of the contract signed by the vendor and kept by the purchaser is the only part which requires an *ad valorem* stamp. It will, therefore, be the duty of the purchaser to obtain this stamp on the contract, and, although he neglects to do so, the vendor can still enforce the contract provided his part bears a sixpenny stamp. We also objected that there was no provision for a denoting stamp on the conveyance, and, therefore, that the contract bearing the *ad valorem* stamp would have to be preserved and produced with the title deeds. This is remedied by sub-clause (2), which enables the Inland Revenue Office either to denote on the conveyance the payment of the duty or to "transfer the *ad valorem* duty" to the conveyance. It will be observed that the clause also attempts to remedy the difficulty with regard to copyholds, but, as usual, in very eccentric language. "Copyhold or customary lands or hereditaments which must pass to the purchaser by surrender or grant" is a very singular mode of description. The same sub-clause also exempts from the operation of section 18 contracts relating to property situate out of the United Kingdom, the inclusion of which in that section was a glaring absurdity. The proposed amendment will require a good deal of revision before it can be accepted as a remedy for the inconvenience unnecessarily introduced by the original provision.

APPELLANTS FROM JUDGMENTS given in the county courts must, in future, be careful to fulfil the condition precedent to the appeal being heard, which, according to the recent case of *McGrah v. Cartwright* (*ante*, p. 470) is imposed upon them by virtue of section 121 of the County Courts Act, 1888. That section, it will be remembered, provides that "in any action or matter in which there is a right of appeal, and the judge has, at the request of either party, made a note of any question of law raised at such trial or hearing, and of the facts in evidence in relation thereto, and of his decision thereon, and of his decision of the action or matter, he shall, at the expense of any person or persons being party or parties in any such action or matter, furnish a copy of the note so taken at the said trial or hearing, or allow a copy to be taken of the same, by or on behalf of such person or persons, and he shall sign such copy, whether a notice of motion in the matter of the said appeal has been served or not, and the copy so signed shall be used and received at the hearing of such appeal." So much of this section as gives to county court suitors the power to obtain a copy of the judge's notes, and directs that the copy so obtained shall be used and received at the hearing of the appeal, is new (see *Pitt-Lewis's County Courts Act*, 1888, 2nd ed., p. 54), and in direct conflict with R. S. C., ord. 59, r. 13, which imposes upon the master of the Crown Office the duty of obtaining a copy of the judge's notes for the use of the court. Accordingly, the Queen's Bench Division have held, in the case above referred to, that this rule is impliedly repealed by section 121 of the County Courts Act, 1888, and that, therefore, it is now the duty of the appellant from the decision of a county court, as a condition precedent to the appeal being heard, to furnish the High Court with a copy of the notes taken by the county court judge. It follows, from this decision, that the express provision contained in section 121 of the County Courts Act, 1888, must be taken to override, or at least modify, ord. 32, r. 1, of the County Court Rules, 1889, according to which "appeals shall be had in accordance with the provisions of the Rules of the Supreme Court, made under the Supreme Court of Judicature Act, 1884," thus removing the doubt suggested by the court in the recent case of *In the Matter of an Appeal from the County Court of Sheffield* (*ante*, p. 261). It is matter for regret that ord. 32, r. 1, of the County Court Rules, 1889, was not modified so as to make it harmonize with the express provisions on the same subject contained in the County Courts Act, 1888. The omission to do so affords an additional

proof of the want of care in their preparation which the new County Court Rules betray, and which is attributable to the undue haste with which they were at the last moment issued to the public.

THE SELECT COMMITTEE on Town Holdings have this week presented their report, and it supports the conclusions which we have previously drawn from the evidence given before the committee published last year. As to compensation for improvements the report deals separately with existing and with future contracts. In the case of the former it should be given for sanitary improvements, but not for trade alterations, whilst with regard to future contracts the commissioners feel that there would be no injustice in an alteration of the law which, on the expiration of a tenancy, would allow compensation in respect of improvements *bond fide* made for the purpose of carrying on the trade or business. But the chief interest of the report lies in Part III., which goes very fully into the question of leasehold enfranchisement, and which is by no means favourable to the promoters of that movement. The commissioners do not think that enfranchisement would on the whole have much effect in improving the quality of the houses built, nor would it lower excessive rents; while, on the other hand, the oversight of the ground landlord on well-managed estates is very often beneficial. Moreover, they do not attribute the insanitary state of many of the houses in large towns to the leasehold system. These admissions seem to conclude most of the points at issue, although it is allowed that the power of acquiring the fee simple would in many cases encourage habits of thrift among the working classes, and would also promote trade improvements. But a more direct attack is made on current projects when it is pointed out that their popularity depends largely on a non-recognition of landlords' rights, which cannot be permitted. The commissioners do not think that leasehold enfranchisement will be extensively taken advantage of when it is coupled—as in fairness it must be—with provisions to secure to the reversioner the full value of his property, compensation for any injury he may sustain by its being taken from him, and also his expenses. They say that the Bills which have been laid before them proceed on the principle that the landlords' claims are inequitable and ought not to be fully recognized, but to this idea they themselves give no support. Their general conclusion is that an extensive system of enfranchisement would not be really welcomed, and that the working-classes, in whose interests it has been advocated, would not be likely to take any great advantage of it. Its principal effect probably would be to convert the middleman under whom they hold into the freeholder. But, as an alternative, the report recommends that a system of local enfranchisement might well be tried. This would be in districts where it could be shown that there are a large number of leaseholders desirous of becoming the owners of their houses, and where the result would be to encourage thrift. In such cases the commissioners think that the necessary powers to bring about the enfranchisement might be conferred on the local authorities. They also recommend that religious bodies should have power to purchase the fee simple of the sites on which chapels have been built, subject to the payment of fair compensation, and that similar powers should be conferred on educational and certain other public bodies. Moreover, they consider that increased powers of leasing should be conferred on tenants for life, and that they should be allowed to grant terms of any length, or make perpetual grants in fee farm. On the whole, the report appears to contain very sensible comments and suggestions, and should satisfy those who do not approach the subject with preconceived views.

IN THE CASE of *Rex v. Winton* (5 T. R. 91) it was remarked by GROSE, J., that the courts always look with a watchful eye at the returns to writs of *habeas corpus*. This practice of the year 1792 is carefully adhered to in the present day, and in the recent cases of *Captain Woodward* and *Dr. Barnardo* the judges have shewn themselves on the alert to guard the liberty of the subject. In the former great offence was taken because there was just an appearance of an attempt to trifle with the court, and *MANISTY* and *MATHEW, JJ.*, were betrayed into a warmth which is not usual on the bench. The fact was that the *habeas corpus* came too late to do more than call attention to a great miscarriage of justice, and perhaps they felt this; at any rate, the ready manner in

which they seized upon technical errors usefully emphasized the importance they attached to the writ, and the procedure under it. *Dr. Barnardo's* case also came originally before *MATHEW, J.*, this time sitting with *GRANTHAM, J.*, and though the circumstances are very different, it is satisfactory that their judgment was affirmed by the Court of Appeal. It has long been settled law that an attachment will immediately issue if an insufficient return is made to a writ of *habeas corpus*, and the present case shews that the sufficiency of the return by no means depends upon the actual ability of the party. If a person has once got another in his custody wrongfully, he must either lawfully get rid of him, or else be prepared at his peril at any moment to obey the writ. It is no good for him to say he cannot produce him. The procedure was fully worked out in the Irish case of *Re Matthews* (12 Ir. Ch. Rep. 233), where a child was taken away by a trick from the control of the person wrongfully detaining it, yet she was held liable to produce it, and a return setting the circumstances out was treated as insufficient and evasive. She was adjudged to be in contempt, and was ordered to enter into recognizances to answer personal interrogatories, and to abide any further order the court might make. Subsequently she failed to purge her contempt by making proper answers, and the only further grace the court allowed was that before it proceeded to pass sentence she was allowed an opportunity of filing affidavits in mitigation of punishment. There, as in the present case, the court had to try to recover a lost child, but it is to be hoped that in the present case the proceedings will have a different and more satisfactory termination.

COMPETITION IN TRADE.

THE decision of the Court of Appeal in *Mogul Steamship Co. v. McGregor, Gow, & Co.* (reported elsewhere) is quite in accordance with the present state and policy of the law. Its general effect is that mere competition in trade, although carried on by a combination of traders and by a lowering of prices to altogether unremunerative rates, gives no cause of action to a rival trader who is thereby ruined and driven from the field. But, though this result is only what might have been expected, the mode in which it has been arrived at, and especially the difference of opinion between the Master of the Rolls and the other members of the court, are noteworthy.

The Master of the Rolls followed the example of *CROMPTON, J.*, in *Hilton v. Eckersley* (6 E. & B. 47), and went out of his way to hold that the combination before him not only afforded a ground of action, but was indictable as an illegal conspiracy. The latter conclusion, indeed, was put at the commencement of his judgment, and colours the whole of it. It appears to be founded upon certain observations of *CROMPTON, J.*, in the case just mentioned, and on statements made by *Sir William Erie* in his book on "The Law Relating to Trade Unions." *Hilton v. Eckersley* was a case in which certain employers of labour entered into a bond to carry on business as the majority should direct, and this was held, in the Queen's Bench and in the Exchequer Chamber, to be void, as being in restraint of trade. It was a violation of "the privilege of a trader in a free country, in all matters not contrary to law, to regulate his own mode of carrying it on according to his own discretion and choice." But *Mr. Justice Crompton* went further, and said that the combination was "illegal and indictable at common law, as tending directly to impede and interfere with the free course of trade and manufacture." All the other judges, however, before whom the case came either expressly disapproved of this *obiter dictum* or declined to express an opinion upon it.

Assuming the question of criminality, then, to be still undecided by authority, *Lord Esher* proceeded to try it by the light of reason. The agreement entered into by the defendants was at least void, as being in restraint of trade. If so, this was because it was illegal, and as the restraint of trade was a wrong to the public, there were here all the elements of a crime, and it must be indictable. The answer, of course, is, as *BOWEN* and *Fry, L.JJ.*, both pointed out, that an agreement which is illegal may be void only and not criminal. Not every wrong to the public, or rather not every act which the law regards as against public policy, is in fact indictable. In such cases as this its effects are sufficiently averted by treating it as without legal effect.

But to enforce the crime *Lord Esher* next grounds it upon the

conspiracy, and quotes Sir W. ERLE as follows:—"There seems also to be authority for saying that a combination to violate a private right, in which the public has a sufficient interest, is a crime, such a violation being an actionable wrong." Now it is well known that a criminal conspiracy has been defined by the highest authorities to be a combination either for accomplishing an unlawful end, or for accomplishing a lawful end by unlawful means. This was enunciated by Lord DENMAN, C.J., in *Jones' case* (4 B. & Ad. 345), and has been often repeated since, notably in *O'Connell's case* (11 Cl. & F. 155); but, as Mr. WRIGHT, in his "Law of Criminal Conspiracies" (p. 63), has pointed out, it is of little use until some definition has been given of the word "unlawful." As it stands, it may be taken in any one or more of three senses. Is the act to be unlawful as being criminal, or as being a civil injury, or as being merely without legal effect? The first meaning of course it has; the second is sufficient in some cases; and, according to CROMPTON, J., in *Hilton v. Eckersley*, it might even bear the third. But in regard to Sir W. ERLE's proposition, it is the second that is important. When will a combination to interfere with a private right amount to an indictable conspiracy? He says when the private right is one in which the public have a sufficient interest, and he quotes as an illustration *De Berenger's case* (3 M. & S. 67). There a stockbroker combined with others to spread at the Stock Exchange a false report of the death of BUONAPARTE for the sake of raising the price of stocks; but this is a case in which the element of fraud is conspicuously present, and is not inconsistent with the doctrine which Mr. WRIGHT derives from a careful survey of the cases (p. 41), that a combination to injure a person in a private right is only criminal when fraud is used.

But supposing that the law of conspiracy has a wider application than this, and that it can be extended as Sir W. ERLE suggests, it is necessary to examine how far the combination of shipowners in question was formed to violate a private right of the plaintiffs. Upon this also depends their liability in a civil action. The answer is involved in Lord ESHER's formula that every trader has a right to carry on his business in a free course of trade according to his own judgment and discretion. The rights of rival traders, however, may come into conflict, and he accordingly represents them as having separate spheres in which they are entitled to exercise their rights, and within which they are to be protected from interference. Such interference may take place in two ways. Either an attempt may be made to prevent the exercise of the trader's judgment, but this was not an element in the present case; or one trader may, by acting outside his own sphere, cause an obstruction in his rival's business. This latter injury is committed when acts are done outside the "free course of trade" in such a way as to obstruct the rival. What may be the meaning of this somewhat indefinite phrase is by no means clear, but Lord ESHER held that it did not allow of the selling of goods at altogether unremunerative prices, and that to do so is an unlawful interference with the free course of trade in another.

According to the previous reasoning this should have been enough, and the interference should have been at once held actionable; while, as the public interest is concerned in the freedom of trade, the combination to interfere, in addition to being actionable, would have been an indictable conspiracy. But Lord ESHER appeared to think that his case still wanted something to strengthen it, and he looked round to see if the interference was also malicious. Of course a direct interference with a recognized legal right is in itself actionable, and malice is only introduced where the right relied upon is of a doubtful nature. This has been particularly the case in actions for inducing servants to break their contracts, as in *Lumley v. Gye* (2 E. & B. 216) and *Bowen v. Hall* (29 W. R. 367, 6 Q. B. D. 333), though the malice need not be express personal hostility, but merely acting with notice of another's rights. This recourse to malice, though apparently, upon Lord ESHER's reasoning, not necessary to ground the action, was nevertheless important in bringing the fact of the combination into the question, for he held that a combination between traders to do an act beyond the limits of fair trade competition—and therefore not an act of any real course of trade at all, but one which must inevitably injure another in his business—raised by itself an almost irresistible inference of an indirect motive—viz., the obstruction of the rival's business. Supposing, then, the right with which Lord ESHER started to be really existent, we have now got all, or more than

all, the elements of an actionable wrong. By the underselling there was an interference with the right to a free course of trade, and if malice, in the sense of intentional design to injure, were necessary this was inferred from the combination, while, if it only required knowledge of the plaintiff's right, it was equally present.

Putting aside, then, the question of the combination being an indictable conspiracy, it is clear that the whole argument rests upon the assumed right of a trader to a free course of trade and to the exercise of his own judgment in the carrying on of his trade. As to the latter point, it is necessary to consider whether the trader is one of a combination, or one who is assailed. If he is one of the combination, he has voluntarily submitted to it, and although the law may hold the agreement he has entered into void, he himself cannot complain; while if he is one whose freedom of action is assailed, this can only be by intimidation, which raises quite different considerations. But, as to the former point—the right to a free course of trade—there is more to be said, and this involves the whole matter in dispute. The phrase is freely employed by Sir W. ERLE, and he draws many of his conclusions from it. But it must be noted that he grounds it on *Mitchell v. Reynolds* (1 P. W. 181, 1 Sm. L. C. 430), the leading case on agreements in restraint of trade, and that in strictness it only refers to the right of a trader to have agreements in undue restraint of trade held void. Moreover, Sir W. ERLE, in several places, is careful to exclude competition and its effects from his remarks. Probably Lord ESHER is the first judge to imagine that the phrase imports the right of a trader to carry on his business undisturbed by competition which is not in some sense fair.

The doctrine that any such right exists was naturally rejected by the other members of the court, though their judgments proceeded upon somewhat different lines. BOWEN, L.J., started from the position that intentional damage is actionable unless there is some just cause or excuse, and he held that competition carried on by a rival trader, without fraud, misrepresentation, or intimidation, constituted such just cause or excuse. As to a standard of fair trade which was to limit competition, such an idea was both novel and impracticable. Moreover, a competition which might lawfully be carried on by one trader did not become unlawful when carried on by a combination of traders. While he recognized that some acts, not unlawful in themselves, might be the basis of an illegal conspiracy, yet there was no reason to stretch this somewhat vague doctrine to cover trade competition. FRY, L.J., laid special stress upon the fact that competition, while carried on to procure gain, whether immediate or future, to oneself is perfectly lawful, and the law recognizes no limits to it, provided of course fraud and molestation, whether physical or moral, are absent. He also emphasized the fact that agreements in restraint of trade are only illegal in the sense of being void. Both the Lords Justices, therefore, denied the existence of any right to a free course of trade, undisturbed by ruinous competition, such as that laid down by the Master of the Rolls, and there seems to be no ground in law either for this or for the notion that trade combinations of the kind in question can be in any way indictable conspiracies.

THE QUALIFICATION SHARES OF DIRECTORS.

CASES have occurred in which judges have suggested various grounds upon which a director who has not taken shares may be put upon the list of contributories for the amount of qualification, but no judge has ever acted on that view. The law on the subject of the qualification shares of directors is admittedly upon an unsatisfactory footing, inasmuch that when the Legislature can find time it ought to interfere. When it does interfere, it should not do so in the way foreshadowed by last year's Companies Bills. It would be useless to make the liability of directors unlimited, as Mr. MACLEAN proposed in his Bill, and it would be useless to fix the director's qualification, as the Chancellor's Bill proposed, at the dead level of twenty shares. If the shares are £1 shares, this would mean nothing; if they are £100 shares, it would mean too much, and might give the body of directors an overpowering voice in the affairs of the company. Probably the first thing would be, as Lord Justice LINDLEY has suggested, to lay down that a man who acts as a director shall be held liable for the shares without which he had no right to act. In other words, Parliament

should enact that the acceptance of the office of director is to operate as an implied contract to take the necessary qualification shares.

As the law stands, this is not the case. A recent decision may be taken as an illustration of this. In *Re The Medical Attendance Association (Limited)*, *Onslow's case* (31 SOLICITORS' JOURNAL, 46; on appeal, W. N., 1887, p. 79), an actual contract to take the shares required for qualification was shewn to be necessary by Mr. Justice NORTH and the Court of Appeal. Mere acting as a director will not do. In that case ONSLOW was appointed a director soon after the registration of the company by the subscribers to the memorandum of association. The articles fixed the qualification of a director at twenty-five of the £10 shares, and accordingly ONSLOW soon applied for his twenty-five shares. Shortly after this he wished to resign his seat on the board, and, being pressed to postpone his resignation, only consented to continue a director on condition that something was done to relieve him from his liability for qualification. He stated that he withdrew his application for twenty-five shares, but no formal withdrawal was proved. The secretary then wrote to ONSLOW that the directors had accepted his application for shares, and had allotted him five shares. There was no formal withdrawal of ONSLOW's application, and there was no fresh application. Not long afterwards came the winding up, and the liquidator took out a summons to put ONSLOW on the list of contributories for twenty shares in addition to the five allotted to him. The court, however, held that, there being no evidence that the company had ever accepted the offer for twenty-five shares contained in ONSLOW's application, ONSLOW was not liable as a contributory for more than the five which had been actually allotted to him—in other words, he had become a director of a company the qualification for which was the possession of twenty-five shares in the company: he had gone without four-fifths of those shares, and he was held not to be liable in the liquidation for that part of his qualification. He had not conformed to the articles of association, but still he went scathless. He was liable for £50 on his five shares, and he proved for some £115 as his remuneration for acting as a director.

Let us turn, for another illustration, to the more recent case which gave occasion to Lord Justice LINDLEY's suggestion. It is more pertinent than *Onslow's case*, because there the company, while a going concern, had repudiated the contract, and so it was impossible for the liquidator to have specific performance of it. In *Jobling's case (Re Wheel Buller Consols, 36 W. R. 723, 38 Ch. D. 42)* the articles laid it down that "the qualification of a director shall be the holding of preference shares or stock of the company of the nominal value of £250 at least"; that "any director may act before acquiring his qualification shares or stock," and that "the office of director shall be vacated if he cease to hold his qualification shares or do not acquire the same within three months after election or appointment." Now JOBLING subscribed the memorandum of association for ten of the £1 shares. At the second meeting of the board he was elected a director. He accepted the office, and he attended the meetings of the directors for more than three months after his election. At the time of the last of these meetings the company's mine was in the hands of the sheriff, and there was no reasonable prospect of being able to carry on the undertaking. JOBLING never applied for, or had allotted to him, any other shares than his original ten. In the winding up, the Vice-Warden of the Stannaries put him on the list of contributories for 250 shares, but the Court of Appeal said this was not the law. The *ratio decidendi* was that JOBLING had never agreed to take the 250 shares. There was no sign of contract by him to take the additional shares requisite for his qualification. All he had done was to accept the office of director and to act as such after the three months' within which his qualification ought to have been acquired. He, of course, knew what his duty was in the way of taking shares. If he did not know, he must be taken to have known, and he was certainly bound by the articles. But he deliberately ignored that duty, and, so ignoring it, escaped scot-free. Had the company been in a position to enforce any duty, it had no sanction by which to enforce the duty of taking qualification shares save only the sanction of depriving the director of his office. That punishment was obviously nothing when once the company's mine was in the hands of the sheriff. Howbeit, the one thing needful to make him a contributory on the 250 shares

was not there: he was not a member of the company to the extent of those shares, for he had not agreed with the company to take them. His acceptance of the office of director, and his acting in that office, did not amount to such an agreement. He did not agree to take the shares, and he was not estopped from denying any such agreement. Had he, as a director, been entered on the register without his knowledge for the qualification shares, he would have been estopped from disputing his being a shareholder. As a director he would have been presumed to have known of the entry, and would be thereby bound. Not so with JOBLING: he did not agree, and so he was not bound.

There seems to be but one method of escape from parliamentary interference, and that is the insertion in the articles of association of a provision that every director shall take the shares required for qualification, or be liable as if they had taken them. By the articles, of course, each director would become bound as soon as he was elected. If the company succeeded in the world, it could sue him for specific performance of his bargain. If it failed and went into liquidation, the liquidator could put him on the list for the qualifying number of shares. Of course, the difficulty of reading such a rule as this into the immense number and variety of codes by which existing companies are bound would be very great, if not insuperable. And the process of obtaining uniformity in this respect would be a long and tedious one. As it is, articles, generally speaking, do not make a director taking up his share qualification a condition precedent to his appointment: all they do is to require the director to qualify within a reasonable time. More than this it is, perhaps, vain to expect of the articles, which are drafted more or less under the influence of the directors and their friends.

We are driven to Lord Justice LINDLEY's alternative of parliamentary interference, in which is to be found the only complete and satisfactory solution of the difficulty. Let the Legislature say in plain terms that every man who acts as a director is to be held liable in every condition of the company for the shares, without which he has no right to act, and the knot will be untied. If Parliament thinks fit to enact that directors shall be members of the company to the extent of their qualification, it can do so, and members they will be: it is true they will become so by force of the Act of Parliament, and not by agreement in the accustomed way, but that cannot be helped. Let the Act imply the contract: that is all that is asked. The desired end will be secured of making directors take their qualification shares as well as their fees. It is in company with high—perhaps the highest—authority on the subject that we say, Let the Legislature step in and declare a contract to take the necessary shares implied by the fact that the office of director is accepted.

CORRESPONDENCE.

BOGUS SALVAGE.

[To the Editor of the Solicitors' Journal.]

Sir,—Having been victimized myself to the extent of a small loan, besides loss of time, I wish, through your courtesy, to warn other solicitors against a man who is going about pretending to be entitled to salvage, and that the only question is the amount of it; a large sum having been, as he alleges, offered him on behalf of the underwriters, and rejected by him as insufficient. When he took me in on the 4th inst., he said that the vessel saved by him and his crew (then on the Goodwin Sands) was a three-mast schooner, of 286 tons register, with 312 tons of coal aboard; that the owner of the ship lived at Rochester; and that he was master and owner of a Margate yawl.

A LONDON SOLICITOR.

July 10.

We understand that Mr. Lake, the late President of the Incorporated Law Society, before quitting office, presented to Mr. Williamson, the secretary, a silver bowl, on which was the following inscription:—"Edward Walter Williamson, Secretary of the Incorporated Law Society U.K., in grateful recognition of very valuable assistance during my year of office."

At a meeting of the Eldon Testimonial Trustees held on the 18th inst. Mr. Walter Ashburner, of Balliol College, and Fellow of Merton College, Oxford, was elected 24th Eldon Scholar. The Scholarship, which is worth £200 a year, is open to graduates of the University of Oxford (subject to certain regulations), who intend to practise at the Bar, and is tenable for three years, unless the scholar in the meanwhile is called to the Bar.

CASES OF THE WEEK.*

Court of Appeal.

MOGUL STEAMSHIP CO. (LIM.) v. McGREGOR, GOW, & CO. AND OTHERS
—No. 1, 13th July.

CONSPIRACY—COMBINATION OF TRADERS TO MONOPOLIZE TRADE—EXCLUSION OF RIVAL TRADERS—LEGALITY OF COMBINATION.

Action to recover damages for a conspiracy to prevent the plaintiffs from obtaining cargoes at certain ports in China, and also an injunction. The defendants, shipowners, formed themselves into a conference or association for the purpose of keeping up the rate of freight in the tea trade between China and Europe, and securing that trade to themselves by allowing a rebate of 5 per cent. on all freights paid by shippers who shipped for Europe in conference vessels only. The large profits derived from the tea freights alone enabled the defendants to keep up a regular line of communication all the year between England and China. In 1884 the plaintiffs were admitted to the conference, but in 1885 the defendants issued a circular to merchants in China informing them that shipments for London by the plaintiffs' steamships (naming them) at any port in China, or at Hong Kong, would exclude the shippers from any rebate during the season, even though the same shippers might have given exclusive support to the conference lines at other ports. The effect of this circular was to exclude the plaintiffs from the benefits of the conference, and the plaintiffs alleged that shippers were thereby bribed, coerced, and induced to forbear from shipping cargoes by the plaintiffs' vessels. The action was tried by Lord Coleridge, C.J., without a jury, when judgment was given for the defendants (see 37 W. R. 286, 21 Q. B. D. 544). The plaintiffs appealed.

THE COURT (Lord ESHER, M.R., and BOWEN and FRY, L.JJ.), having taken time to consider, affirmed the judgment, Lord ESHER, M.R., dissenting. Lord ESHER, M.R., said that by the action of the defendants in 1885, when the plaintiffs' vessels went to Hankow to earn freights, the freights were reduced from 50s. to 25s., which was a wholly unremunerative freight. The effect was to drive the plaintiffs' ships from Hankow. The question was whether what the defendants did gave the plaintiffs a legal cause of action. The defendants agreed to carry on their trade of shipowners, not each according to his own judgment, but according to an agreed rule, not to be departed from without the consent of all. The agreement must be held to be in restraint of trade, and therefore void as between the parties to it: *Hilton v. Eckersley* (6 E. & B. 47). The reason it was held to be void was because it was illegal, as being a wrong to the public. If it was illegal as being a wrong to the public, it must be an indictable offence. If the agreement was one intended to interfere with the free course of trade of a trader who was not a party to the agreement, and if such interference was an illegal act as against that trader, the act of agreement was a wrongful act both as against the individual and as against the public welfare, and, in his opinion, was an indictable conspiracy: see Sir W. Erle's Law of Trades Unions, p. 32. What interference with an independent trader would be a violation of his private right? A trader had a right to carry on his trade in an ordinary and free course of trade according to his own will and judgment. So long as each carried on his own trade in that way a rival had no right to complain, though the utmost competition were thereby produced; but if one did an act beyond what was the ordinary course of trade with intent to molest the other's free course of trade, and which did molest it, his act was an unlawful obstruction of the other's right to a free course of trade, and if such obstruction caused damage to the other, he was entitled to maintain an action for the wrong. See *Lumley v. Gye* (1 W. R. 432, 2 E. & B. 216), *Bowen v. Hall* (29 W. R. 367, 6 Q. B. D. 333). The act would be a malicious act. Any act, though of the nature of competition in trade, but which was an act beyond the limits of competition in trade, and the immediate and necessary effect of which was such an interference with a rival trader's right to a free course of trade as prevented him from exercising his full right to a free course of trade, led to an almost irresistible inference of an indirect motive, and was therefore, unless the motive was negatived, a wrongful act as against his right, and actionable if injury ensued. An agreement among two or more traders, not partners, the agreed act being one to be done for the purpose—i.e., intent—of interfering with the trade of another, was a wrongful act against that trader and against the right of the public to have free competition among traders. If injury ensued to that trader it was actionable, and being a public wrong the conspiracy was indictable. In his opinion the agreement of 1885 was within the above rules an indictable conspiracy, and, being intended to be an injury to the plaintiffs' right to a free course of trade, gave a good cause of action against the defendants. The act of the defendants in lowering their freights beyond a lowering for any purpose of trade was an act done for the purpose of interfering with the plaintiffs' right, and was a wrongful act, and as injury resulted it was actionable. The plaintiffs, therefore, were entitled to judgment. BOWEN, L.J., said that they were presented with an apparent conflict between two rights that were equally regarded by the law—the right of the plaintiffs to be protected in the legitimate exercise of their trade, and the right of the defendants to carry on their business as seemed best to them, provided they committed no wrong to others. What were the rights of the plaintiffs as traders as against the defendants? Intentionally to do that which was calculated in the ordinary course of events to damage, and which did in fact damage, another in that other person's property or trade, was actionable if done

without just cause or excuse. The law called that a malicious wrong: *Bromage v. Presser* (1 B. & C. 247), *Capital and Counties Bank v. Henty* (9 App. Cas. 772). The acts of the defendants here were intentional, and were calculated to damage the plaintiffs in their trade. But to see whether they were wrongful it was necessary to consider whether they were done without just cause or excuse. What were the limitations which the law imposed upon a trader in the conduct of his business as between himself and other traders? There were no burdens or restrictions in law upon a trader which were not equally laid upon all other subjects. No man could justify damaging another in his commercial business by fraud or misrepresentation. Intimidation, obstruction, and molestation were forbidden; and so was the intentional procurement of a violation of individual rights, contractual or other, assuming always that there was no just cause or excuse for it. The intentional driving away of customers by show of violence; the obstruction of actors on the stage by preconcerted hissing; the disturbance of wildfowl in decoys by the firing of guns; the impeding or threatening servants or workmen; the inducing persons under personal contracts to break their contracts were all instances of such forbidden acts. The defendants had been guilty of none of those acts. They had merely pursued to the bitter end as against the plaintiffs a war of competition waged in the interests of their own trade. To the argument that a competition so pursued ceased to have a "just cause or excuse" when there was ill-will or a personal intention to harm, it was sufficient to reply that there was here no personal intention to do any other or greater harm to the plaintiffs than such as was necessarily involved in the desire to attract to the defendants' ships the entire tea freights of the ports. There was no authority for saying that such a commercial motive deprived of "just cause or excuse" acts done in the course of trade which would, but for such a motive, be justifiable. It was said that the offering of reduced rates by the defendants was "unfair." That assumed that there was a natural standard of fairness beyond which competition ought not in law to go. There was no authority, nor any sufficient reason, for such a proposition. It would impose a novel fetter upon trade. What was to be a definition of a "fair freight"? It was said that it ought to be "normal." But over what period was the average to be calculated? To attempt to limit English competition in this way would be as hopeless an endeavour as the experiment of King Canute. There was no such fetter upon the use of property, nor was there any upon trade. It was urged, however, that, even if the acts would not be wrongful had they been committed by a single individual, they became actionable when they were the result of concerted action among several. In other words, the plaintiffs complained that they had been injured by an illegal conspiracy. But an illegal combination was an agreement to do an unlawful act or to do a lawful act by unlawful means: *R. v. O'Connell* (11 Cl. & F. 155), *R. v. Parnell* (14 Cox C. C. 512). The considerations already stated as regards an individual trader showed that the defendants had not combined to do an unlawful act. The only *differentia* arose out of the fact that the acts were the joint acts of several capitalists. Were the means adopted unlawful? The means adopted were competition carried to the bitter end. The English law placed no such restriction upon the combination of capital as would make competition, which was innocent in a single capitalist, unlawful in the case of a syndicate or combination of capitalists. There was just cause or excuse for the combination of capital for the purposes of trade and competition. Assuming that what was done was intentional, and that it was calculated to do harm to others, the test was, was it done with or without "just cause or excuse"? If it was *bona fide* done in the use of a man's own property, in the exercise of a man's own trade, legal justification would not the less exist because what was done might seem to be selfish or unreasonable. But such legal justification would not exist when the act was merely done with the intention of causing temporal harm, without reference to one's own lawful gain, or the lawful enjoyment of one's own rights. Nor was the conference illegal as being in restraint of trade. Contracts in restraint of trade were not illegal; the law simply refused to enforce them. No action would lie against a person for entering into a contract merely because it was in restraint of trade. In his opinion, therefore, the appeal must be dismissed. FRY, L.J., read a judgment, agreeing that the appeal must be dismissed.—COUNSEL, Sir H. James, Q.C., Crump, Q.C., Barnes, Q.C., and Sims Williams; Sir C. Russell, Q.C., Sir H. Davey, Q.C., Finlay, Q.C., and Pollard. SOLICITORS, Gellatley & Warton; Freshfields & Williams.

BECK v. PIERCE—No. 1, 13th July.

HUSBAND AND WIFE—LIABILITY FOR ANTE-NUPTIAL DEBTS OF WIFE—PREVIOUS UNSATISFIED JUDGMENT AGAINST WIFE—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. C. 75).

This was an appeal from the decision of Grantham, J., at the Liverpool Assizes. The action was brought by a firm of solicitors to recover the amount of their bill for work done for the defendant's wife within six years previous to her marriage with the defendant. After the marriage an action had been brought against her by the plaintiffs on the same bill, and judgment had been obtained against her separate estate; but it was entirely unsatisfied, as it was found that she had no separate estate. The defendant admitted having received with his wife assets more than sufficient to satisfy the claim of the plaintiffs, but contended that the judgment against his wife, although it had not been satisfied, was a bar to any action against him. He also relied on the Statute of Limitations as to part of the debt. Grantham, J., gave judgment for the defendant, and the plaintiffs appealed.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.), having taken time to consider the question, allowed the appeal. LINDLEY, L.J., who read the judgment of the court, said that the Married Women's Property Act, 1882, had materially altered the position of husbands

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

and wives towards the creditors of wives, and that the rights of creditors of women who married before they had paid their debts were totally different from what they were at common law. A husband could now be sued for his wife's ante-nuptial debts without her, and whether she were alive or dead, and he could also be sued with her if the plaintiff sought to establish his claim wholly or in part against both husband and wife; but in such a case the judgments might be separate, although, to the extent to which they are both liable, the judgment might be a joint judgment against the husband personally, and against the wife as to her separate property. The husband's liability was no longer unlimited, as at common law; it was limited to the value of his wife's property which he might have acquired. As between him and her he was entitled to be indemnified out of her separate property. His liability was, however, not in respect of his own contracts or torts, but in respect of those of his wife; and, although he was not a surety, any defence open to her appeared to be open to him also. His liability could not be regarded as joint liability only since he could not require the wife to be joined. Therefore, notwithstanding the judgment obtained against the wife, as that judgment was wholly unsatisfied, this action was maintainable, except so far as it might be barred by the Statute of Limitations. The cause of action in respect of which the husband was liable was his wife's contract, and not his own, and the Statute of Limitations had always been regarded as beginning to run in his favour as well as his wife's from the time when the cause of action accrued against her. The cause of action against the defendant was not the defendant's marriage, and the defendant might therefore avail himself of the Statute of Limitations as to so much of the plaintiffs' demand as accrued to them against the defendant's wife more than six years before the commencement of the present action.—COUNSEL, *Henn Collins, Q.C., and Clare; Bigham, Q.C., and Carver.* SOLICITORS, *Chester & Co., for Chapman, Roberts, & Beck, Manchester; Hamlin, Grammer, & Hamlin, for Brighthouse, Brighthouse, & Jones, Southport.*

REG. v. BARNARDO—No. 1, 15th and 16th July.

HABEAS CORPUS—CONTEMPT.

This was an appeal by Dr. Barnardo from the decision of a divisional court (Mathew and Grantham, JJ.) setting aside a return to a writ of *habeas corpus*, and ordering Dr. Barnardo to answer certain interrogatories or be committed for contempt. On July 5, 1888, an agreement was signed by Margaret Ward, the mother of a child named Mary Ann Tye, whereby she agreed that Dr. Barnardo should take the child and educate it in one of his homes for children for two years, and that he should be at liberty to find a situation for the child either in this country or in any of the colonies. On December 14, 1888, Margaret Ward and her husband wrote to Dr. Barnardo requesting him to return the child to them. This he declined to do, and on December 22 he gave the child to a benevolent lady named Romaud, who undertook to educate and care for the child and to find it a situation. Madame Romaud was then, as Dr. Barnardo knew, about to go abroad, and she took the child with her to France. The mother of the child then obtained a writ of *habeas corpus*, and April 30 was fixed for the return to the writ. On that day Dr. Barnardo put in a return in which he set out the correspondence which had taken place between himself and Madame Romaud in France, in which she positively declined to give up the child. The return was ordered to be filed. The mother then applied to the Divisional Court to quash the return and to attach Dr. Barnardo. The Divisional Court held Dr. Barnardo to have committed a contempt, and directed the attachment to issue, but to await the answer by Dr. Barnardo to certain interrogatories. Dr. Barnardo appealed.

THE COURT (LORD ESHER, M.R., and COTTON and LINDLEY, L.JJ.) dismissed the appeal. LORD ESHER, M.R., said that, giving all credit to Dr. Barnardo and to Madame Romaud for the highest and best motives, and taking as true all that was stated in Dr. Barnardo's affidavits, it was clear that he had overstepped the law and had committed a contempt of court. The mother of the child had made an agreement with Dr. Barnardo, which, however, she could revoke at any time. Parental rights could not be irrevocably signed away by any agreement. She had revoked that by her letter of the 14th of December. That letter Dr. Barnardo admitted had come to his knowledge shortly afterwards, but nevertheless he had given the child to Madame Romaud, and allowed her to take it out of the jurisdiction. From the moment that the revocation of the agreement was brought to his notice his possession of the child was illegal. His giving it to Madame Romaud was also illegal. The proper return to a writ of *habeas corpus* was the production of the body of the person demanded, and, if that was not done, there must be some legal excuse for the non-compliance. Here the only excuse was the illegal act of Dr. Barnardo in sending the child out of the country on the 22nd of December. That was no excuse, and Dr. Barnardo was therefore liable. COTTON and LINDLEY, L.JJ., delivered judgment to the same effect.—COUNSEL, *Cock, Q.C., and W. Baker; Poland, Q.C., Joseph Walton, and Forbes Lancaster.* SOLICITORS, *H. C. Nisbet & Daw; Leathley & Phipson.*

MORRIS AND WIFE v. EDWARDS—No. 1, 16th July.

PRACTICE—DISCOVERY—AFFIDAVIT OF DOCUMENTS—INTERROGATORIES.

This was an appeal from the decision of a divisional court (Denman and Charles, JJ.) The action was brought for the recovery of certain land, to which the plaintiff claimed to be entitled under the will of one William Powell, who died February 28, 1843. The defendant alleged his possession of the land in question, and required the plaintiff to prove his title. The plaintiff applied for discovery, and the defendant filed an affidavit of documents in which he stated that he objected to produce certain docu-

ments of title numbered one to eight, and tied up in a bundle marked A., on the ground that they related solely to his own title to the property claimed, and did not in any way tend to prove or support the title of the plaintiffs or either of them. The plaintiffs then administered the following interrogatories to the defendant:—"Do the documents tied up in the bundle marked A. include the will of William Powell, deceased, in the statement of claim mentioned, or any copy thereof, extract therefrom, or recital thereof? Have you ever seen, and, if so, when last, and where, any such will, or any copy thereof, extract therefrom, or recital thereof?" The defendant objected to answer the interrogatories, on the ground that they inquired as to written documents. The master and judge at chambers and the Divisional Court ordered the defendant to give a further and better answer, and he appealed.

THE COURT (LORD ESHER, M.R., COTTON, and LINDLEY, L.JJ.) allowed the appeal. LORD ESHER, M.R., said that this was not a question of discretion. The defendant had sworn in his affidavit of documents that the deeds in question did not in any way support the plaintiff's title. The interrogatories were an attempt to cross-examine him on that affidavit, which the law did not allow. It had been laid down over and over again that the plaintiff must be satisfied with the defendant's statement in his affidavit of documents. The law as to the production of title deeds was most strict, and the Divisional Court were wrong in ordering the defendant to answer these interrogatories. COTTON, L.J., concurred. LINDLEY, L.J., also agreed, but considered that the practice of putting in documents as a bundle, and not as specifically described, was an alarming and dangerous one, as it did not enable the court to see of what those documents really consisted.—COUNSEL, *Bosanquet, Q.C., and S. J. Weyman; Reynolds Brown.* SOLICITORS, *Chester, Mayhew, Broom, & Griffiths, for Weyman & Weyman, Ludlow; Turner & Hacon, for Cottam.*

High Court—Chancery Division.

Re READ AND GRESWELL'S DESIGN—Chitty, J., 11th July.

TRADE-MARK—IDENTICAL MARKS—PATENTS, &c., ACT, 1883, ss. 47 AND 90.

In this case an application was made, under section 90 of the Patents, &c., Act, 1883, to expunge a design from the register. The applicant, a dealer in fancy lamp and candle shades, had registered an imitation chrysanthemum as a design in respect of goods contained in class 5—i.e., for paper goods. The respondents, who carried on a similar trade, had registered a substantially identical design in respect of goods comprised in class 12—i.e., goods not included in any other class. They contended that, as their design was registered in respect of a different class of goods, the design was, in respect of those goods, new and original, and therefore validly registered under section 47 of the Act.

CHITTY, J., said that no doubt the copyright in the design conferred by the Act was limited to the goods comprised in the class in which the design was registered, but it was not the intention of the Act that a trader who found a design registered for any particular class of goods should be enabled to take that design and register it as new and original in respect of goods comprised in another class. He therefore acceded to the application, with costs.—COUNSEL, *Morton Daniel; George White.* SOLICITORS, *Reader & Hicks; Tyrrell, Lewis, & Co.*

Re TARRANT'S TRUST—Chitty, J., 12th July.

WILLS ACT, s. 27—GENERAL BEQUEST—POWER OF APPOINTMENT—POWER EXERCISEABLE BY REFERENCE.

In this case the question arose whether a power of appointment exercisable by will expressly referring to the power was, by virtue of section 27 of the Wills Act, exercised by a general bequest not referring to the power. By a voluntary settlement made in 1874 a testatrix assigned a sum of £4,000 upon trust for herself for life, and the settlement contained a declaration that after her death the trustees should hold the capital upon trust "for such persons and purposes and in such manner as she should by will expressly referring to this present power appoint." The testatrix, by her will, made in 1885, devised and bequeathed all her real and personal property to her executors upon trust to pay certain pecuniary legacies, and the residue as therein mentioned. The will contained no reference to the power: *Re Marsh, Mason v. Thorn* (37 W. R. 10, L. R. 38 Ch. D. 630), *Re Phillips, Robinson v. Burke* (ante, p. 415, 41 Ch. D. 417); Jarman on Wills, 4th ed., vol. 1, p. 685, were referred to.

CHITTY, J., said that section 27 of the Wills Act provided that a general bequest should be construed as including any personal estate which a testator might have any power to appoint "in any manner" he might think proper. Apart from any authority, it appeared to him that these words could not be said to mean any power of appointment, provided that such power was unrestricted in its objects. The words meant more than that. The meaning was that the power must be unlimited in its manner of exercise. For instance, it would be absurd to say that the Act applied to powers expressly limited to appointment by deed, and expressly excluding appointment by will. Section 10 was intended to apply merely to the solemnities of execution. He thought section 27 not only justified the court in looking at the settlement, but required the court to look at the settlement in order to see whether the power was exercisable "in any manner." He was not prepared to follow North, J.'s decision in *Re Marsh, Mason v. Thorn*. He therefore made a declaration that the power in question was not exercised by the will.—COUNSEL, *Romer, Q.C., and Spence; Byrne, Q.C., and Upjohn; McSwiney.* SOLICITORS, *Hudson, Matthews, & Co.; Morgan, Son, & Upjohn.*

Re PARRY, LEAK v. SCOTT—North, J., 11th July.

WILL—ADMINISTRATION OF ESTATE—ANNUITY CHARGED ON WHOLE ESTATE—RIGHTS OF ANNUITANT—SECURITY FOR ANNUITY OR REALIZATION OF ESTATE.

The question in this case was, whether annuitants, to whom by the will of a testator annuities were bequeathed, charged upon the whole of his estate, were entitled to insist upon the realization of the estate and the investment, in such securities as the court would approve, of a sum the income of which would be sufficient to pay the annuities, or whether they must be content with a less security. The testator by his will appointed two executors, and bequeathed £100 to each of them. And he directed his executors to pay an annuity of £300 to his father for his life, and to pay an annuity of £100 to each of his four sisters. In the event of the death of any one or more of them, her annuity was to go to the survivors, so that the last surviving sister might enjoy the income of the four; and the testator also directed that the annuity of £300 given to his father should, on his death, go to his sisters or sister, so that the surviving sister, in the event of her outliving her father, might become entitled for her life to £700 per annum. And the testator declared that the residue of his property, after payment of his debts and funeral and testamentary expenses, and the legacies and annuities thereinbefore directed to be paid, should be divided among his next of kin and heiresses as though he had died intestate. The testator left considerable freehold, leasehold, and personal estate. The freehold estate consisted mainly of two theatres, which had been let by the testator. One of them was subject to a mortgage for £5,500, and the net annual income produced by the two, after deducting the interest on the mortgage and other outgoings, was £1,518. The leasehold estate consisted mainly of two theatres, of which the testator was the original lessee for long terms, at ground-rents respectively of £750 and £25. The former, called the Avenue Theatre, was subject to a mortgage for £5,000; the other was subject to a mortgage for £2,000. The testator had let both these theatres at greatly improved rents; the first for twenty-one years from March, 1882, determinable at the end of fourteen years; the other for fourteen years from August, 1884, determinable at the end of seven years. The net profit income derived from these two theatres, after allowing for the ground-rents, the interest on the mortgages, and the other outgoings, was £2,295. The testator died in December, 1887. At this time his father was aged eighty-two; the eldest of his four sisters (who were all living) was aged fifty-eight, and the youngest was aged forty-one. This action was commenced by originating summons, by one of the residuary legatees, to determine in what way the payment of the annuities ought to be secured. The annuities were not in arrear, but had been punctually paid since the testator's death. The testator's debts (other than the mortgage debts secured upon the theatres) and his funeral and testamentary expenses had been all paid out of the personal estate, which had been all got in, and there remained a balance of £2,000 in the hands of the surviving executor. The annuitants claimed to have the two leasehold theatres sold, and the mortgage debts discharged out of the proceeds of sale, and that then a sufficient sum should be invested in Consols, or other securities upon which cash under the control of the court could be invested, so as to produce an income sufficient to provide for the annuities. The summons asked that the surviving executor might be at liberty to raise by mortgage of the Avenue Theatre such a sum as (with the £2,000 in his hands) would be sufficient to discharge the testator's mortgage debts; and that the annuities should be secured by a first mortgage of the two freehold theatres, the charge of the annuities on the residue of the testator's estate (subject to the mortgage to be created) remaining undisturbed, with liberty to the annuitants to apply to the court for additional or other security in case the annuities, or any of them, should fall into arrear; and that, after payment of the interest on the new mortgage and the annuities, the residue of the annual income of the testator's estate should be paid to the residuary legatees. On behalf of the annuitants it was urged that theatres were speculative investments, and that the annuitants were entitled to have the testator's estate realized and cleared of all liability. Reliance was placed on *Slanning v. Style* (3 P. W. 334) and *Fryer v. Butler* (8 Sim. 442).

NORTH, J., held that the annuitants' claim could not be maintained, and that an order should be made as asked by the summons. He said that the right of the annuitants was plain to have the estate cleared by payment of the testator's debts. This would be done when the proposed mortgage had been created, with this exception, that the liability of the testator's estate in respect of the rents and covenants under the leases of the two theatres would remain. But, as the testator was the original lessee, this liability could not be got rid of, even by a sale of the theatres. The proposed mortgage would clear the estate, so far as it was possible to do it. In his lordship's opinion, the two cases cited on behalf of the annuitants did not decide the point. The surplus income of the two freehold theatres, after the mortgage on one of them had been paid off, would be £1,700, and that would be available as security for the payment of the annuities. No doubt a theatre was, to some extent, a speculative investment, but recent experience had shewn that theatres were very profitable, and his lordship thought that the security proposed for the annuities would be ample. On the authority of *Re Potter* (50 L. T. N. S. 8), *Webber v. Webber* (1 S. & St. 311), and *King v. Malcott* (9 Ha. 692, 695), he was of opinion that the annuitants were only entitled to have such a security as would make it practically certain that the annuities would be paid, and he thought that the security proposed by the residuary legatees would give them more than they were strictly entitled to. It must be remembered that the remainder of the testator's estate would not be released from the annuities. It was a very important feature in the case that the annuities had been paid to the day; if they

had been in arrear he might have come to a different conclusion.—COUNSEL, *Cosens-Hardy*, Q.C., and *H. M. Williams*; *Napier Higgins*, Q.C., and *Haldane*; *Everitt*, Q.C., and *Ingle Joyce*. SOLICITORS, *A. C. Spaul*; *Collyer-Bristow & Co.*; *Parker, Garrett, & Parker*.

BURFORD v. SIBLY—Kekewich, J., 15th July.

MARRIAGE SETTLEMENT—PROPERTY SETTLED UPON WIFE BY HUSBAND—HUSBAND'S INTEREST—CREDITORS' CLAIM—EQUITY TO A SETTLEMENT.

By an indenture of settlement of the 4th of June, 1881, made in consideration of the marriage which shortly afterwards took place between Mr. and Mrs. Tonkin, the husband conveyed certain freehold land to a trustee upon trust for the appointees of the wife with remainder to the wife in fee; the trust was not for the wife's separate use. The husband having afterwards become insolvent, an arrangement was entered into by which his property became vested in one of the plaintiffs (the other being a principal creditor), and this action was brought with the object (*inter alia*) of establishing the right of the creditors to the husband's interest in the property so settled upon his wife. The wife, who, with the trustee of the settlement, was a defendant, set up her equity to a settlement, arguing that the husband's interest came to him in right of his wife, the property having been settled on her; the fact that it was originally the husband's made no difference.

KEKEWICH, J., in giving judgment in favour of the wife's claim, said:—This is a somewhat new point; the question is, whether the accident of this property having been brought into settlement by the husband is to defeat the right which the wife would otherwise have to a settlement, as against the husband's creditors. If, for instance, the property had come through the wife's father, and had not been settled to her separate use, the husband's creditors could have taken the husband's interest, but there would have been no answer if the wife were to claim her equity to a settlement out of it. This is not a settlement by the wife's father, but by her husband. I must, no doubt, take the contract to be as it is put in the settlement. The creditors say that the contract is that this interest is to belong to the husband (for there is no trust for the separate use of the wife), and shall go, if necessary, to his creditors. There is a good deal of sense, and of legal argument too, in that view, but I do not see the distinction between property brought in by the husband and property brought in *aliunde*. It is not so much a matter of contract between the parties as a matter in which the court ought to use its discretion as to whether or not it will interfere in the interest of the wife. It is a novel point, and there is a good deal to be said on both sides, but, in my opinion, the argument on behalf of the wife ought to prevail.—COUNSEL, *Warmington*, Q.C., and *Baker*; *Decimus Sturges*; *George Lawrence*. SOLICITORS, *R. H. Sayle*; *Edwin D. T. Matthews*; *Meredith Roberts & Mills*.

THE MOTION OF CENSURE.

THE following resolutions have been passed by the law societies of Liverpool, Hull, and Herefordshire:—

The Liverpool Law Society—"That in view of Mr. Hastie's motion, this committee expresses its entire confidence in the President of the Incorporated Law Society of the United Kingdom, and its disapproval of Mr. Hastie's action in this matter."

The Hull Law Society—"That the council of this society, having considered the terms of Mr. Hastie's motion before the Incorporated Law Society at the ensuing annual meeting, is of opinion that the president was perfectly justified, in view of the narrow majority and the smallness of the numbers by which the resolution in favour of the repeal of the solicitors' certificate duty was carried, in declining to act on it or to accept it as the views of the profession at large; and this council further desires to express its regret at the censure implied by the terms of Mr. Hastie's resolution upon the president of the society, and further records its high appreciation of the valuable and energetic services rendered by him to the profession during his tenure of the offices of vice-president and president of the Incorporated Law Society of the United Kingdom."

Herefordshire Law Society—"That this society is emphatically opposed to the resolution, of which Mr. Hastie has given notice, relative to the course adopted by the president at the meeting on the 12th of April last of the Incorporated Law Society, and desire to assure the president of its appreciation of his great services to the profession during the years he has been vice-president and president of the society."

The *Globe* of Thursday evening says that "the Lord Chancellor is suffering from an attack of lumbago, which confines him to his house. Sir Andrew Clark visited him yesterday. In his absence from his official duties Lord Herschell presided to-day at the hearing of appeals in the Upper House."

At the quarterly general meeting of the Bar Mess of the London and Middlesex Sessions on the 15th inst., the following resolution was passed unanimously:—"That the acting junior be requested to communicate the following to Sir Peter Edlin, Chairman of the London County Sessions:—"That the London and Middlesex Sessions Bar, learning with much regret that unfounded statements have been publicly made at the London County Council as to the relations between Sir Peter Edlin and the bar, desires unanimously to express to Sir Peter Edlin the unvaried regard and respect which the members of this bar have felt for him during the whole time he has filled the office of judge."

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

ANNUAL GENERAL MEETING.

The annual general meeting of the Incorporated Law Society was held on Friday, the 12th inst., at the society's hall, Chancery-lane; the president, Mr. B. G. LAKE, taking the chair. There was a very large attendance of members.

MINUTES OF PROCEEDINGS.

The PRESIDENT moved that the minutes of the previous general meeting, which had been circulated amongst the members, should be received, approved, and signed by the president.

Mr. R. P. MACARTHUR (London) objected to the minutes, on the ground that the vote of thanks to the president, which it was stated had been carried, had not, in fact, been moved at all.

Several members expressed their dissent from Mr. Macarthur's observations.

The PRESIDENT: I rule that a vote of thanks was, worthily or unworthily, passed to me at the last meeting.

The minutes were then adopted.

VACANCIES IN THE COUNCIL.

There are twelve vacancies on the council, ten members going out of office in rotation, and two, Mr. H. S. Law Hussey and Mr. Lewis Fry, M.P., having resigned. The following candidates had been nominated by letter, and it became necessary, under the bye-laws, again to nominate them at this meeting:—Mr. E. J. Bristow, Mr. John Wreford Budd, Mr. Robert Cunliffe, Mr. Robert Ellett, Mr. Charles John Follett, Mr. Henry Manisty, Sir Richard Nicholson, Sir Henry Watson Parker, Mr. Henry Roscoe, Mr. Cornelius Thomas Saunders, Mr. Richard Rendle Miller Daw, J.P., Mr. Robert Richardson Dees, the Right Hon. Henry Hartley Fowler, M.P., Mr. Herbert Morey Low, Mr. Arthur Hepburn Hastie, Mr. Frederic Douglas Norman, Mr. Robert Lowe Grant Vassall, and Mr. Alfred Kipling Common.

Mr. E. KIMBER (London) asked that the list of attendances of the members proposing themselves for re-election should be read out. It was proper that the meeting should know who did the business of the society and who did not.

The PRESIDENT observed that the list had been in the office for several weeks, and it had been printed.

Sir THOS. PAINE (London): It appeared in the SOLICITORS' JOURNAL.

Mr. KIMBER insisted on his right to have the list read, and

The PRESIDENT said he would send for the list.

The nomination of Mr. Vassall was withdrawn, as he did not wish to appear to be competing against Mr. Ellett. Mr. Daw's candidature was also withdrawn.

Mr. KIMBER then read the list of attendances, commenting upon them *ad libitum*.

Mr. J. ANDERSON ROSE (London) objected that the list of attendances was no criterion of the value of a member's services. The best men came when they specially understood the business which was to be considered.

The PRESIDENT said that there was a great deal in Mr. Rose's remarks. For instance, Mr. Follett held an official position, and his knowledge was of the greatest value to the council. It was impossible for him to attend council meetings often. But for the refusal of the Government to grant permission, he would, in all probability, have been president of the society for the year ensuing. The same remarks would apply to Mr. Saunders (of Birmingham), the value of whose services it was impossible to over-estimate.

Mr. F. R. PARKER (London) proposed, and Mr. C. O. HUMPHREYS (London) nominated, Mr. Grinham Keen as president for the year ensuing.

Mr. MELVILL GREEN (Worthing) drew attention to the fact that Mr. Cunliffe, who was about to be proposed as vice-president, was retiring by rotation, and might not be elected to the council. He thought the election of the vice-president should be postponed until after the council had been elected.

The PRESIDENT said there was no necessity for that course. Any difficulty of that kind could be got over, if it should arise.

Mr. A. E. FINCH (London) proposed, and Mr. HUMPHREYS seconded, Mr. Cunliffe as vice-president for the year ensuing.

As there were no other candidates, these gentlemen were declared duly elected, and Mr. W. R. Cooke, Mr. J. E. C. Leslie, and Mr. J. S. Chappelow were re-elected auditors.

As there were more candidates for the seats on the council than there were vacancies, the PRESIDENT said that a poll would be necessary, and he appointed the following gentlemen as scrutineers:—Mr. Tarry, Mr. Dodd, Mr. F. K. Munton, Mr. S. Day, and Mr. Ellerton.

THE SOCIETY'S ACCOUNTS.

The PRESIDENT moved the adoption of the account of the receipts and disbursements of the society for the year ending 31st of December, 1888. The account showed a total income of £27,905 11s. 10d., and a balance, excess of expenditure over income, £625 3s. 3d.

Mr. J. EMANUEL (London) asked that the accounts and the report might be taken together, as the most convenient course.

The PRESIDENT replied that he quite concurred with the suggestion, but the bye-laws distinctly laid down that the accounts should be taken first.

Mr. A. H. HASTIE (London) asked whether the members of the council had any, and, if so, what, special authority for incurring bills for food and

drink in the club or elsewhere and afterwards charging them to the funds of the society, and, if not, under what authority they assumed to proceed in charging such bills?

The PRESIDENT: It has been a long-established custom, dating probably from the foundation of the society, that lunch shall be provided for the members of the council who attend the weekly meeting, and as the weekly meeting is held at two o'clock, and frequently lasts during the whole afternoon, the custom appears not unreasonable. In addition, the council have, during the last few years, in consequence of the increasingly heavy work of committees, directed that members of some, but not all, committees may be provided with lunch at the cost of the society. No set lunch is provided, but members desiring it are allowed to send for it in the committee-room. Bearing in mind that committees such as those on the Rules of the Supreme Court, the Land Transfer Bill, and the like are frequently occupied for some hours at the busiest time of the day, and that many members come from the city and the country, this will not be deemed an improper arrangement. I do not think that it is at all usual to have lunch in the club-room at the cost of the society. The lunch is usually sent into the council-room. I have myself when attending, as president, more than one committee, and having work and papers in the council-room, sometimes, but not invariably, had my lunch in the club-room as a change. The council will continue the practice unless, which they think unlikely, the society direct them to abandon it.

Mr. HASTIE pointed out that the sum amounted to £600 or £700.

The PRESIDENT said he could not hear a speech upon the subject. There could not be a discussion upon a question which had been answered.

Mr. HASTIE mentioned several amounts which had been paid for examination dinners—such as, "June 29th, £78 5s. 4d.," "November 30th, £90 15s. 9d." He thought these sums excessive, considering that the examiners were paid, and moved that the items for refreshments to examiners should be struck out of the accounts.

Mr. EMANUEL seconded, observing that no one would object to any sensible sum being expended for the refreshments of these gentlemen, who devoted their time and attention to the objects of the society and the benefit of its members, but when he looked at the large sum included in the accounts for refreshments and dinners he thought them excessive, and they would naturally tend to increase, whilst the money ought to be devoted to more worthy objects for the benefit of the society. He saw it continually reported in the papers that the president and council had entertained a number of distinguished persons at dinner.

The PRESIDENT reminded Mr. Emanuel that the question did not refer to the dinners.

Mr. EMANUEL said there were only a very small number of subscribers to the lectures, yet there was an item of £61 for refreshment for the lecturers. Under the head of Law and Parliamentary Expenses there was £161 for dinners to delegates of country law societies. He thought it a very imprudent course to mix up this item with law and parliamentary expenses.

The amendment was negatived, twelve votes being given in its favour, and an overwhelming majority against.

Mr. J. E. FOX (Oroydon) said there was nothing credited to the society for costs paid by defaulting solicitors. There were large amounts due to the society. He wished to know whether it was the practice of the society to enforce the orders they obtained for payment of costs.

Mr. W. P. W. PHILLIMORE (London) expressed his pleasure that the council had adopted his suggestion of giving the articulated clerks' accounts separately, and asked why they had not also given an account of the certificate fee fund expenses. Secondly, where was the back balance of December, 1887 (£481), in the receipts? It might be there, but the change of form in the accounts caused some difficulty. Thirdly, there was the Police Testimonial Fund, which ought to appear in the receipts. It appeared as repaid in last year's accounts. Fourthly, he thought the rent, rates, and taxes which were apportioned to the articulated clerks was rather a large item. It was a matter, he quite admitted, of apportionment, and perhaps the council were in a better position to judge of its propriety than he. But it seemed a large amount, that, out of £2,900, the income from articulated clerks, they should charge them for rates and taxes and insurance no less than £800 18s. 4d. This point ought to be more carefully gone into, because the examination fees received were about £1,500 less than in the present year. Then, why should the Chancery-lane houses be let at £290 against an estimated value of £640. Probably this was under old leases. There was a small increase in certificate fees, but these would tend to decrease, because the number of articulated clerks entering the profession was so much smaller than it had been. There was a decrease in four years of 220 articulated clerks, and that must seriously affect the income of the society, though it had not yet borne fruit in the reduction of the number of persons taking out certificates. Why were not the fees to lectures and the grants made to local societies in aid of lectures and law classes distinct? Why had the liabilities in the balance-sheet increased from £3,500 last year to £4,600 this year? There was, in fact, upon this account a decrease of income of £1,600, and apparently an increase in disbursements of £1,700. He suggested that in future the accounts should be bound up with the report. It would be much handier.

Mr. C. FORD (London) asked how it was that the receipts from town members had decreased since 1887 to £4,992 from over £5,000? There was also a decrease with regard to the country members. He asked whether the council did not think, in view of the miserable and almost disgraceful way in which the articulated clerks attended the lectures and classes, that it would be far better to do away with them?

The PRESIDENT reminded Mr. Ford that this did not arise on the accounts.

Mr. FORD did hope the council would knock it on the head altogether. It was a mere sham as far as the education was concerned.

Mr. MACARTHUR said there were those who had battered upon the society's property by belonging to the club.

The PRESIDENT: I cannot allow these expressions.

Mr. MACARTHUR criticized several items of the account, and hoped the meeting would reject the accounts.

Mr. R. PENNINGTON (Chairman of the Finance Committee) said that before he attempted to answer the questions he would like to remark that it was very inconvenient that the council should receive no notice of questions which were going to be put upon the accounts; because questions on accounts ought to be answered with great care and accuracy. He had heard nothing about any questions upon the accounts until a quarter to twelve that day, and he had had some other business to attend to, and therefore he had not had full opportunity of ascertaining what were the proper answers to give. But to the best of his ability, and subject to that slight protest, he would answer the questions. The first was, "Why is not the certificate fee fund given as a separate account, like the articulated clerks' fund?" The answer was to be found in the annual report, and was, he thought, a sufficient reason why it was not kept separately. First of all, there was no statutory obligation upon the society to keep a separate account of that fund, and the council said in their report, "The society have, in pursuance of the provisions of the Solicitors Act, 1860, rendered an account to the proper authorities of all sums received by them in respect of the fee of 5s. paid by every solicitor on applying for his certificate, and of the application of the money—which account shews that the money so received, with income derived from other sources, has been applied in the manner stated in the account—and such application has been approved." He did not think the meeting would be disposed after that explanation to discuss the question of certificate duty further. The second question was, "Why is not the bank balance of £161, December, 1887, included in the receipts as heretofore?" As members would have observed, the account was now an entirely different account from the account which had hitherto been submitted to the members. It was not now an account of receipts and payments, but it was an account of income and expenditure, and the balance at the bankers would not properly go into an account of receipts. It had, in fact, been carried to the capital account, and was there to be found, not mentioned as a separate item, but it was part of the sum of £141,818 8s. 3d. capital account. The police testimonial advance of £15, repaid in January, 1888, should appear as income. It was included in sundry small receipts. On the charge which was made in the form of the society's account, it had been considered that that fund should go to the capital account, and there it had gone. The next was hardly a question. He thought it was turned into a question, but he had it in this form. Mr. Phillimore had observed that rent and taxes, &c., against the articulated clerks' fund amounted to £4,057, which was too large a proportion. They should not be charged insurance. That was, of course, a proposition, and Mr. Phillimore would be at liberty, if he had put it in a proper form, to bring that forward and take the opinion of the meeting, but probably the meeting would be satisfied with the explanation that the charge to articulated clerks of a proportion of the expenses of the society was a matter which had been discussed very fully before the Master of the Rolls and the Lord Chief Justice of England, and after examining the accounts and hearing explanations from the president of the year and himself, they had come to the conclusion that it was an extremely proper charge, and they saw no reason whatever of making any objection on that ground to the accounts. The next was an observation—"The decrease in the examination fees seems to be £155 ls." That was a small matter, and he did not know that Mr. Phillimore had pressed it at all.

Mr. PHILLIMORE: No, sir.

Mr. PENNINGTON said the next was "the subscriptions from members had fallen off £108." Answer: That is so. "Any costs received?" That included another question as to how much had been received for costs. The society had received sums for costs, and the council insisted upon the payment of costs by all persons who were liable to pay costs, and who were able to do so.

Mr. FOX said he had asked whether it was the practice of the society to enforce the order, and if not, why?

Mr. PENNINGTON: Certainly. Then it was asked why the Chancery-lane houses were let at £290 as against £640—their estimated value? Mr. Phillimore's surmise that it was under old leases was accurate. The premises were held at present by tenants under leases which would shortly expire. "There seemed to be a slight increase in certificate fees, but this would diminish before long, apart from any question of the abolition of duty." Possibly that might be so. "Fees to lecturers and grants to societies should be distinguished, and the amounts shewn." The only observation he could make was that, after taking a very great deal of care and paying a deal of attention to the form of the account, which it was desired should be in such a form that it should give sufficient reasonable information, and at the same time be brought within reasonable limits, the council had come to the conclusion that they would deal with that item as they had done. "Why the liabilities increased from £3,526 to £4,689?" They had so increased that, he was sorry to say, it was quite beyond his power to say more than that they had increased by reason of their increased expenditure. The accounts were not printed with the report because it was thought well to give members information as to the accounts as early as possible and with the notice of the meeting, whilst the report was made up to the latest date. If any member thought the accounts should go out with the report it would be quite competent for him to move that the change be made, and it would be for the society to consider whether it was convenient or not. "Whether, in fact, £2,700, which appeared in the account as a nominal rent from articulated clerks, was made in cash?" Of course it was not. The society received fees from the

articled clerks, and nothing else, and the articulated clerks were charged with a proportion of the rent and a proportion of all outgoings.

The accounts were then adopted.

THE PRESIDENT AND THE SOLICITORS' CERTIFICATE DUTY.

It had been arranged that the discussion on the following motion by Mr. A. H. HASTIE should be taken immediately after the accounts, and before the report was considered:—"That, in the opinion of this meeting, the president of the society committed an error of judgment when he stated, in regard to the resolution for abolishing the solicitors' duty, that he would do nothing to facilitate what he believed to be the most pernicious motion which had been carried in that hall for some time."

Prior to the discussion the president vacated the chair, which was then taken by the vice-president (Mr. Grinham Keen).

Mr. HASTIE, in moving the resolution, said that no doubt it was in form a vote of censure, but he hoped it would be considered so in nothing but form. He considered the society had had during the past year the best president who had ever occupied that position. The business of these meetings had been got through with greater quickness than he had ever seen it before. But the society, in a very full meeting, had carried a resolution which a great many of them believed to be very important. It was in the hands of the council, and they ought to carry out the directions they received from the society. If the president was to be allowed to say he would not follow the duly formulated will of the society, then they had no longer a constitutional government, but were living under a despotism. He wanted to know whether the wishes of the majority were to be carried out, or whether the council were to be allowed to put a veto upon motions which had been duly carried.

Mr. EMANUEL seconded the motion with some hesitation, because he cordially agreed that the president was about the best the society had ever had. But if the president was to be allowed to veto a motion there would be an end to all well-constituted order in the government of the society. The majority was not a matter for consideration; so long as a resolution was passed it was the duty of the council to carry it into effect and to conform in every way to the wishes of the meeting.

Mr. ROSE observed that two views might be taken of what the president had said. It might be that some gentlemen thought it a despotism for the president to be able to express any opinion whatever. It might be a despotism for forty-seven members at the end of a long meeting to pass a resolution which was known to be absolutely contrary to the opinion of nine-tenths of the provincial law societies. He called it a despotism for a London meeting of eighty-seven members, by a majority of seven, to pass a resolution to which ninety-nine-hundredths of the profession were opposed. In the report in the SOLICITORS' JOURNAL it appeared that the words of the president were:—"The motion is carried by forty-seven against forty. I have no hesitation in saying that with such a majority as that I, while president, shall take no action on the resolution"; and later:—"I shall do nothing to facilitate what I believe to be the most pernicious motion which has been carried for some time in this hall." He considered the president was honest, and just, and true, when he denounced the resolution in the terms which he had used. He thought the time would come when the council would have to consider whether it was just and right that a gross libel should be distributed amongst 7,000 members of the profession. A majority of seven was to bind 17,000 solicitors and 6,000 in the city of London. He thought the president had been justified in using the identical words to which objection was taken. The society owed Mr. Lake an immense obligation. He had devoted day and night to the interest of the profession for the year during which he had been president. The motion was an offence against the society, and he would move as an amendment to leave out all the words from "That" to the end of the motion, and to insert:—"This society in general meeting assembled has full confidence in Benjamin Greene Lake, Esq., as president, and gladly avails itself of this opportunity to record its grateful appreciation of the able and efficient manner in which he has discharged the duties of president during his year of office."

Mr. PARKER seconded the amendment. The motion was one of the most ungracious, one of the most ungrateful, and one of the most unnecessary he had ever heard moved in this hall. Mr. Lake's year of office expired with this meeting, and they would see, from the motion being placed at the head of the paper, that it was the opinion of the council that, if carried, the president would resign, not only the chair, but the office, before his year was rightly out. He (Mr. Parker) ventured to think that the meeting would do no such thing, but that it would gladly avail itself of the opportunity to turn the vote of censure into a vote of confidence, and to seize the opportunity which the motion gave, and which they would not otherwise have had, of recording their real sense of their president's services. He was informed by the secretary that this was the first time in his experience that a vote of censure had ever been proposed on their chief officer, and he thought the meeting would agree with him, that before they used such a weapon they should examine the whole position most carefully. He asked them to vote for one who, in zeal, and ability, and jealous care of their rights and privileges, had never been exceeded, and the devotion and industry he had brought to the cares of the office to which he had been called were such as to set an example which it behoved his successors to follow.

Mr. FORD said he should vote against the motion because Mr. Lake was leaving the chair, but what had happened was so ridiculous and so inexcusable and so unjustifiable that he was certain nothing of the kind would ever happen again.

Mr. MACARTHUR spoke in favour of the motion, in the course of his remarks accusing the president of having uttered a falsehood.

The VICE-PRESIDENT called upon him to withdraw the expression.

Mr. MACARTHUR: Certainly not.

The VICE-PRESIDENT: Then I ask you to sit down.
Mr. MACARTHUR continued speaking, and
Mr. HUMPHREYS moved, Mr. J. ELLERTON (London) seconding, "That Mr. Macarthur be no longer heard."

The VICE-PRESIDENT: I rule that he be no longer heard.
Mr. HASTIE said there was a very great feeling that Mr. Lake should go out of office with all the honours, and asked permission to withdraw his motion, a request which was met with loud cries of dissent.

The amendment was then carried, three votes being given against it. It was then put as a substantive motion, and carried with but one dissentient.

The PRESIDENT then resumed the chair amidst enthusiastic cheering. He said: I am sure you will allow me to take up a minute of your time to say how very heartily I thank you for the really undeserved confidence you have been kind enough to place in me. All I may claim, and this I will claim, is that I have endeavoured to place at the service of the society and the profession such powers as I may possess, and to do my best to follow in the steps of those far abler men who filled this chair before me.

Upon the following motion, which stood in the name of Mr. Ford, being reached, the president said it was out of order as the report had been adopted. The motion was not, therefore, put: "That the official report of the general meeting held on the 12th of April last does not convey a sufficiently accurate statement of what passed as regards Mr. H. M. Low's motion on the subject of the certificate duty."

ANNUAL REPORT.

The PRESIDENT, in moving the adoption of the annual report, said that since it was printed the number of members had increased to 6,123. The number of members who had joined the society through the agency of the provincial law societies was 514 instead of 506 as stated in the report. With regard to the call of solicitors to the bar he was enabled to add to the information given in the report that the council had every reason to believe that the four Inns of Court had agreed to waive the present requirement of one year's abandonment of practice, and to allow a solicitor of not less than five years' standing to be called to the bar so soon as his name has been removed from the roll (provided that he passes the Bar Final Examination) after giving twelve months' notice of his intention. The great thing he thought was that the principle was given up, he did not think the period of twelve months would long remain. He ventured to draw attention to some points upon which the council had reason to congratulate themselves and the members. The increase of members was not inconsiderable, and went far to lead to the hope that the time was not far distant when this society and the provincial law societies would represent the whole of the profession. The Solicitors Act, 1888, the Trustee Act, 1888, and the Land Charges Registration and Searches Act, 1888, which was before the society last year in draft, had passed into law. They had to congratulate themselves upon the measures which the society had been pleased to sanction with the object of drawing together those bonds of interest and cordiality which existed between the society and the provincial law societies—measures which were only beginning to be felt, but which he believed would be of lasting benefit to the society. The issue of a new digest of the decisions under the Solicitors' Remuneration Act and Orders had been effected by the council during the year. In that digest every member of the society would have received ample value for the amount he had paid as his subscription. He hoped he might be excused if he specially mentioned what might not be known to members of the society—namely, how very greatly that digest and its excellence was due to Mr. William Godden, on whom, for the last five years, the burden of it had rested, and who had discharged his duties with so much devotion as to affect his health, so much so that he had been obliged, to the great regret of the council, to give up for the present the active revision of the digest.

The VICE-PRESIDENT seconded the motion.

Mr. F. K. MUNTON (London) asked some questions, so that the answers might be given publicly. With regard to the County Court Rules, it was stated that "a letter was received from the Lord Chancellor to the effect that, although his lordship had not thought it desirable to delay the approval of the rules which had then been submitted to him by the committee of county court judges, with a view to a code coming into operation as nearly as possible simultaneously with the County Courts Act, 1888, the issue of those rules would not prejudice the careful consideration by his lordship and the Rule Committee of the recommendations of the society." He (Mr. Muntun) would like the president to state how long it was since that letter was received, because, if it was received many months ago, as he thought, it was very important that the society should take some immediate steps to draw attention to the very unsatisfactory state of affairs with regard to the regulations under the County Courts Act. On the subject of counsels' fees, there was a letter from Mr. Williamson, the secretary, to Mr. Lofthouse, the secretary to the Bar Committee, dated the 4th of December, 1888. The correspondence went on until the 27th of March, 1889, and apparently no answer had been received from the Bar Committee to that very important communication. The point was that, if a solicitor thought proper to brief an eminent counsel, according to the regulations which had been laid down it was necessary, if his junior was only called yesterday, to give him a heavy fee in proportion. This was a most pernicious state of things. He had given notice to ask what steps had been taken, under the resolution based upon his paper read in 1887, with reference to chancery sittings. They all knew that a committee had been appointed, but it was very desirable that several months should not be allowed to elapse before these pressing measures were pushed forward.

Mr. KIMBER said he had given notice to ask:—"What steps the council have taken, if any, in conjunction with the Bar Committee and the Lord

Chancellor and other authorities, or otherwise, to promote the carrying out of the recommendations of Lord Esher's committee by rules of court or Act of Parliament?" The report had answered this, for he found it stated: "In the report of Lord Esher's committee of August, 1885, the following paragraph occurs:—'It is clear to all of us that the present number of judges attached to the Chancery Division cannot cope with the business now before them, and could not satisfactorily do so even if what may be called arrears were wiped off. The transfer without their consent of causes entered by litigants who have selected the Chancery Division as their preferred forum is not a satisfactory, though at present it is a necessary, interference. We have therefore felt constrained, some of us for a time with reluctance, but now with an earnest conviction, to recommend that an additional judge be appointed to the Chancery Division.' The notice of motion of the Attorney-General in the House of Commons during the last session for the appointment of an additional judge to the Chancery Division, shows that the present Government are of the same opinion." He (Mr. Kimber) had only to ask the council what had been done since?

Mr. EMANUEL, referring to the new Rules of Court issued in May, dealing with the taxation of solicitors' costs, thought they were of a very oppressive character. In other matters there was a right of appeal, yet in a question involving the costs of a solicitor, or even his personal character, the taxing master was the sole arbitrator.

The PRESIDENT: You are perhaps not aware that the rules of May have been abolished, and that by the new rules dated July 1 a right of appeal is given in every case.

Mr. EMANUEL was very glad that these rules had been repealed. The report referred to interviews with Lord Chancellor Selborne and Lord Chancellor Herschell in 1885 and 1886, when the former had expressed his opinion that the Incorporated Law Society, as representing the profession, ought to be, and while he was Lord Chancellor should be, consulted before the issue of new rules, while Lord Herschell considered that solicitors ought to have a statutory right to be consulted before the promulgation of new rules. He (Mr. Emanuel) thought the council should communicate with the present Lord Chancellor with the object of giving their opinion in regard to new rules seriously affecting the profession. He regretted to see by the report that an increasingly large number of candidates were rejected at the preliminary examinations. He thought the examination should be made less stringent.

Mr. COPPING (London) said that in last year's report the council had been in communication with the Bar Committee with regard to the Standing Committee of the bar and solicitors being consulted before new rules were issued. He saw by the present report that the council had failed to obtain any consultative right, and wished to know whether they were still of opinion that statutory powers should be obtained.

Mr. TAYLER (London) objected to the extensive power given to the taxing masters by the new rules of court.

Mr. FOX, with regard to the call of solicitors to the bar, suggested that something should be done for the relief of solicitors who had already entered themselves as students at the Inns of Court, so that they need not keep the remaining terms.

Mr. H. M. LOW (London) said the report referred to the annual certificate duty, and he would move that, so far as that portion of the report was concerned, the report should be referred back to the council. He did this on the ground that the council had exceeded their authority in declining to act upon the mandate of a resolution passed in that hall. The report said: "Having regard, however, to the statement made by the president at the special general meeting, held on the 12th of April, as to the inexpediency of taking any steps in the direction indicated, the council do not propose to take any action on the resolution until it has been again considered by the society." The statement was, shortly, that the president had in hand the Land Transfer Act and would be very much hampered if the resolution were carried into effect. The Land Transfer Bill had now gone by the board, and that objection was no longer tenable.

Mr. A. M. M. FORBES (London) seconded the motion.

Mr. MACARTHUR endeavoured to speak, but

The PRESIDENT ordered him to sit down.

Mr. MACARTHUR persisted in addressing the meeting.

Mr. HUMPHREYS: If Mr. Macarthur does not sit down I shall move that he be turned out.

The PRESIDENT: If Mr. Macarthur disregards the authority of the chair after the gross insult which, in the opinion of the meeting, he has been guilty to one who was not in the chair, I, as president, shall direct that he leave the hall, and shall take care that he be compelled to do so.

Mr. Macarthur thereupon left the hall.

The PRESIDENT, replying to the questions that had been put, said, with regard to the County Court Rules, that negotiations had been in progress almost without intermission. He could not say they had been going on altogether satisfactorily, but the council hoped there would be a form of proposal made which would be satisfactory to Mr. Muntun, to whom the society were under much obligation. With reference to the second question that had been asked, the Bar Committee had not replied. He ventured to think the society would hardly be acting wisely in forcing a reply. With respect to Mr. Muntun's question about the report of the joint committee, he thought it would be sufficiently answered by saying that the joint committee were unanimous in believing that no substantial good could be done without the appointment of another judge. A question had been asked as to the submission of new rules to the council. He need not say that the council were most anxious that, where practicable, the rules of practice or otherwise should be submitted to them. The judges, and those who prepared the rules, were extremely courteous, and generally gave the council the opportunity of looking through them. The council had ventured to point out to the Lord Chancellor that the practice of not submitting the rules to the council,

and to others conversant with the measures dealt with, was not a wise one, but he (the president) was inclined to think that the singular muddle made in these two rules of taxation will have rather tended to show the Lord Chancellor that the practice in question was not a wise one. Mr. Emanuel had objected to the severity of the preliminary examination. He (the president) must say he was no advocate for diminishing the severity of the examinations, and there had been motions brought forward at these meetings tending to increase that severity. But whatever might be his individual opinion, the council had very little power in the matter. The power of altering the rules rests with the judges, and when the council took up the view that the examination should be more stringent, the judges had said it was sufficiently high already. With regard to Mr. Copping's question, if they asked him (the president) his personal opinion, he agreed with him, but he asked if the council had taken any steps to obtain that statutory right. He (the president) did not think that at present any attempt to do so, after the strongly expressed opinion of the Lord Chancellor, would be of any avail. Mr. Fox had asked that something should be done for solicitors who had entered as students for the bar that they might not have to keep the remaining terms. He (the president) could only say that was a measure for which he must refer Mr. Fox to the Inns of Court, and over which he had no jurisdiction whatever. He then put Mr. Low's amendment, which was negatived by a large majority, and the report was adopted.

NEW RULES OF DEBATE.

The PRESIDENT, on behalf of the council, moved the adoption, as new and additional bye-laws, of the rules of debate prepared by the committee appointed at the special general meeting of the society, held on the 12th of April, 1889. He said the subject came before the society in this way. At the last general meeting a resolution had been passed which resulted in a committee being appointed to consider the rules of debate. The committee was a mixed committee, consisting of members of the council and of the society, and, he thought, representing all opinions. As might be expected, there was not entire unanimity, though on some points everyone was agreed. On one or two points there would be a difference of opinion to-day. Under the present bye-laws the president had an absolutely despotic power as to the rules of debate. Now that the society had large meetings, and differences of opinion were expressed, it was desirable that the rules of debate should be a little more elastic. The limit of time for speaking fixed by the new rules was that adopted by the London County Council and by some other bodies. With regard to the proposed rule—"No resolution shall be binding on the society until it has been adopted by the council, or has been confirmed at a second general meeting"—there would no doubt be some difference of opinion. There were objections felt by a large majority of the members to taking a vote upon questions discussed here by voting papers to be signed by those who had not heard the arguments. Another great inconvenience arose from the fact that notices of motion were given by those who did not always attend to move them. The result was that members had rather got into the habit of supposing that, if there was anything very serious brought up, there would be some opportunity of reconsidering it. As a matter of fact, notices of motion had been given by one and the same member at the last three general meetings, and on not one of these occasions had the member been present to move the resolutions. It was obviously very inconvenient. If a member did not know whether a motion was coming on or not, he would not give up his afternoon to attend with regard to it. On the other hand, if a motion was carried, by however small a majority, it was much better it should go before a second meeting, when members would know it would be discussed, than that a responsibility should be thrown upon the president to decide what action should be taken. He would like to point out that it followed, from the fact of the council having the management of the business of the society, that they must know a great deal more as to what was for the benefit of the society than could possibly be disclosed in a general meeting. If the second meeting approved a certain course of action, the council must carry it out, or, if they thought it of sufficient importance, cease to be the society's council. He would like to remind them that the council was particularly representative. It was constantly renewed, or, at all events, re-elected, and he did not think it was asking too much to ask that the council should have the power of giving a suspensory vote.

The following motion was then discussed:—

"(1) In case any debate shall arise upon any subject, no member shall be permitted to speak more than once upon the same question, except that the mover of any resolution shall be allowed to speak in reply, after which the debate shall be closed.

A MEMBER proposed that there should be added, "And the president shall not be at liberty to address the meeting on the motion after the reply of the mover."

The PRESIDENT: I cannot take that, because notice of motion has already been given of a similar amendment at a later stage.

The motion was agreed to, as were the following:—

"(2) The mover of an original motion shall not, against the evident sense of the meeting as expressed by the chairman, speak for more than fifteen minutes; no other speaker shall, nor shall the mover in reply, as against such evident sense expressed as aforesaid, speak for more than ten minutes."

"(3) Any member desiring to move the previous question, or that the question be not now put, shall do so by moving that the meeting do proceed to the next business."

The PRESIDENT then moved:

"(4) The mover of a motion for the adjournment either of the meeting or of the debate, or that the question be now put, or that the meeting do proceed to the next business, may speak for not more than five minutes,

and any such motion shall be seconded without a speech. One member (the mover of the motion or amendment under discussion to have the preference) may speak for five minutes in opposition to any such motion, which shall then be put by the chairman without debate."

Mr. GREEN proposed to add, "except that the chairman shall not allow 'that the question be now put' to be moved unless he think fit."

Mr. M'LELLAN (Rochester) seconded.

The amendment was negatived.

Mr. FORD moved that the words "or amendment" be struck out.

The amendment was negatived, five votes being given in its favour, and the motion, as altered, was adopted.

The following rules were agreed to without discussion:—

"(5) A member who has spoken may, by permission of the chairman, be again heard in explanation; but he shall not introduce new matter, or interrupt a member who is speaking."

"(6) Whenever an amendment upon an original motion has been moved and seconded, no second or subsequent amendment shall be moved until the first amendment shall have been disposed of. If an amendment be carried, the motion as amended shall take the place of the original motion, and shall become the question upon which any further amendment may be moved."

The PRESIDENT moved:

"(7) No member shall move more than one amendment upon any motion."

Mr. GREEN opposed the motion. He thought a second amendment could often most fittingly come from the same member.

Mr. PHILLIMORE thought the rule an absurdity.

The rule was adopted.

The PRESIDENT moved:

"(8) No resolution shall be binding on the society until it has been adopted by the council, or has been confirmed at a second general meeting."

Mr. M'LELLAN moved as an amendment to strike out the words "until it has been adopted by the council."

The PRESIDENT said the difficulty was that it might be desirable to act on a resolution at once, and they could not do so under the alteration for several months.

Mr. FORD said this was not a rule of debate at all. He would move the resolution of which he had given notice, as follows:—

"That in view of the course taken by the president upon Mr. H. M. Low's motion *re* annual certificate duty, at the last general meeting, where at a general meeting of the society a resolution is adopted which in the opinion of the council does not reflect the views of a majority of the members of the society, it shall be the duty of the council to take a poll of the members as follows:—The secretary shall, not later than ten days after the day when such a general meeting took place, forward a voting paper to every member of the society, whereby each member can vote for or against such resolution. The voting paper shall set out the resolution, and the provisions of bye-law 18 shall, *mutatis mutandis*, regulate the proceedings in connection with taking such poll."

The PRESIDENT said this was not an amendment to the resolution. He then put Mr. M'LELLAN's amendment, which was negatived.

Mr. PHILLIMORE proposed to substitute for the word "second" the word "next," so that the resolution would be brought up at the next general meeting.

The PRESIDENT agreed with the suggestion, and the rule was passed in the following form:—"No resolution shall be binding on the society until it has been adopted by the council, or has been confirmed at the next general meeting, and it shall be the duty of the council, if they do not adopt the resolution, to bring the same before the next general meeting accordingly."

Mr. LOW moved, and Mr. FORD seconded, an amendment, "That, instead of the words 'next general meeting,' the words shall be 'within one month of the original meeting.'"

The PRESIDENT pointed out that if there were enough members to make it worth their while they could call a general meeting by requisition.

The amendment was negatived, six votes being given in its favour, and the rule was adopted.

The following rule was agreed to:—

"(9) The chairman may call the attention of the meeting to continued irrelevance, tedious repetition, unbecoming language, or any breach of order on the part of a member, and may direct such member to discontinue his speech."

The PRESIDENT moved as follows:—"At least fifteen days' written notice shall be given to the secretary before the day for holding any annual or special general meeting of any motion to be moved, or proposition to be considered, at such meeting." He said the reason for this was that some members sent in notices of motion only two or three days before the meeting. Therefore they must either be put to the meeting without the knowledge of members not present or the society must be put to the expense of sending out additional notices to each member.

The rule was adopted.

THE SOCIETY'S HALL.

The PRESIDENT asked for the decision of the meeting on a petition presented to the council, asking that the Hall should be closed at the same time and on the same occasions as the library, except that the hall should remain open till 6 p.m. on Saturdays, and, in order to raise discussion, moved that the prayer of the petition be complied with, and that the council be authorized to take the necessary steps for that purpose.

Mr. FORD moved an amendment that the club be closed at the same hours.

The PRESIDENT ruled that this was not an amendment.

Mr. TAYLOR objected to the hall being closed at 6 o'clock during the Long Vacation, when the hall was much used by members.

Mr. FOX moved as an amendment: "That it is not desirable to close the hall at 6 o'clock during the Long Vacation except on Saturdays."

Mr. HOWLETT (Brighton) supported the amendment.

The PRESIDENT accepted the amendment, and the motion was adopted in the following terms:—"That, subject to such regulations and exceptions as to the council seem necessary or desirable, the prayer of the petition be complied with so far as it relates to Saturdays and bank holidays, and that the council be requested to take the necessary steps for that purpose."

COURT OF CRIMINAL APPEAL.

Mr. KIMBER asked, in accordance with notice: "What steps have been taken in furtherance of the establishment of a court of appeal in criminal cases, and enabling all accused persons to give evidence, both of which projects have from time to time been approved of by the society?"

The PRESIDENT replied that no steps had been taken. In 1884 the council had reported in favour of a Bill allowing persons criminally accused to give evidence in their own case. The council had done nothing since. It was not a matter in which they could well take the initiative.

CONSULAR COURTS.

Mr. KIMBER moved: "That the administration of justice in consular courts is defective, and that proper provision ought to be made for ensuring the due discharge of judicial functions in those courts." He said it might not be within the knowledge of all present that the Foreign Office claimed the right and exercised it of appointing unqualified persons to judicial posts in the consular service, and this had happened with the most lamentable results. Mr. Kimber was referring to certain cases, when

Mr. ROSE objected that it was out of order that gentlemen serving their country and the Government should have aspersions cast upon them in this way.

The PRESIDENT thought it would be a very serious thing for the society to pass affirmatively a resolution of this description with comparatively small information, because, although Mr. Kimber might know a great deal about the subject, he (the president) was afraid no one present could check him. Did Mr. Kimber think he could do any real good by pressing the motion? Would it not be better to content himself with giving the council the information?

Mr. KIMBER said he would leave himself entirely in the hands of the society after he had drawn attention to the facts. He thought, after the society had taken such pains to educate the members of the profession, that it was desirable that all persons acting as advocates, barristers, or solicitors or judges should give the public some guarantee of their legal attainments. This was not the case with regard to the consular service. The matter was shortly to be brought before the House of Commons, and it was only fitting that the society should be informed of the facts. He would content himself with having brought the matter forward, and would not move the resolution.

ATTACKS ON SOLICITORS.

The following notice of motion stood in the name of Mr. KIMBER:—"That the council invite the members of the society to form a defence committee and a special defence fund for the purpose of aiding solicitors who are members of the society to defend themselves from the unjust and unwarrantable attacks which are now so frequently made upon them."

The PRESIDENT said he was obliged to tell the meeting that the council could not undertake the management of such a fund. The council had on more than one occasion supported solicitors who required such support, but they would not be prepared to undertake such a fund.

Mr. KIMBER thought that the members of the profession were very much more attacked than they attacked other persons. It was very much more necessary that they should be defended than that they should be struck off the roll. It was quite competent for the members of the society to take up the matter and form an association for mutual defence, and he would withdraw the motion for the present.

LAW SOCIETY CLUB.

The following notice of motion stood in the name of Mr. FORD:—"That in the opinion of this meeting the interests of the society require that the club should give up to the society possession of the club premises, and the council are hereby authorized and directed to give the necessary notice to quit provided by the resolution of the society passed on the 11th of July, 1884."

Mr. ELLERTON submitted that the motion was not in order. It was ignoring altogether the change made in the constitution of the club. The club was now a part of the society, and could not be treated as a tenant.

The PRESIDENT ruled that the motion was in order.

Mr. FORD asked that the matter might stand adjourned, and that the meeting should so agree. As, however, there were indications of dissent he moved the resolution.

Mr. J. WALTER (London) seconded.

Mr. FINCH said it was open to every member of the society to become a member of the club if he wished.

The motion was negatived; fourteen votes being given in its favour, and a large majority against.

PROCEEDINGS AGAINST SOLICITORS.

The following notice of motion stood in the name of Mr. FORD:—"That owing to the proceedings of the society in the two cases of Mr. G. Mayor Cooke, in the Court of Appeal, and also that of a solicitor before

the Court of Appeal on the 20th of May, both proving abortive, it is only just that the payments out of pocket of each of the two solicitors in question should be borne by this society." Mr. FORD said he would withdraw the motion, because there was a balance on the wrong side according to the annual report.

RESOLUTIONS OF GENERAL MEETINGS.

The following notice of motion stood in the name of Mr. FORD:—"All resolutions of the society shall be forthwith acted upon by the council, except that the council shall delay acting upon any resolution as to which voting papers are to be issued, until the decision arrived at by the agency of such voting papers is known, and the council shall then act accordingly."

Mr. M'LELLAN objected that this was out of order, and

The PRESIDENT so ruled.

RULES OF DEBATE.

Mr. FORD withdrew the following resolution, of which he had given notice, as it had been already discussed:—"It shall not be competent for the chairman of any general meeting to discuss the subject-matter of any notice of motion, either before the motion is made, or after the reply of the mover, or after it has been disposed of, nor shall such chairman otherwise attempt to sway the deliberation or the decision of those over whom he presides."

BYE-LAWS.

Mr. FORD moved, in accordance with notice, a resolution for altering the bye-laws so as to permit of a question being again discussed after a period of six months, instead of twelve, as is the case at present.

The motion was not seconded.

A vote of thanks to the president, moved by Mr. FORD, and seconded by Mr. H. E. GRIBBLE (London), terminated the proceedings.

THE GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY.

The annual meeting of this society was held at Gloucester on the 11th inst., Mr. ELLERT, president of the society, in the chair. There was a full attendance.

The PRESIDENT moved the adoption of the report of the committee. This was seconded by Mr. GEO. WHITCOMBE (Gloucester), and carried.

A resolution was unanimously adopted expressing strong disapproval of Mr. Hastie's motion for the general meeting of the Incorporated Law Society on the following day, and warmly thanking Mr. B. G. Lake for his great exertions on behalf of the profession, especially in relation to the Land Transfer Bill.

Sums amounting to £30 were voted for a widow and children of deceased Gloucestershire solicitors.

The following gentlemen were elected on the committee, viz.:—Mr. M. F. Carter (Newnham), Mr. C. F. Gale (Cheltenham), Mr. W. S. Jones (Malmesbury), Mr. A. J. Keary (Chippenham), Mr. H. Kinnaird (Swindon), Mr. G. B. Smith (Nailsworth), Mr. W. Warman (Stroud), and Mr. James Wintle (Newnham).

The hon. secretary, Mr. E. W. Coren (Gloucester), was re-elected.

The following are extracts from the report of the committee:—

Members.—The present number of members is 104.

Land Transfer Bill.—This Bill has continued to occupy the serious attention of the committee. At the time of the last general meeting the Bill of 1888 was before a select committee of the House of Lords, and that committee did not complete its labours before the session terminated. The Bill was re-introduced in the House of Lords early in the present session, and was found to have been considerably altered so far as it had been dealt with by the select committee. The most material alteration was the omission of the requirement of double registration by an intending transferor, as well as by the transferee. The select committee was re-appointed on the introduction of the Bill in the present session, and the Bill as amended has only recently been reported to the House. Further material alterations have been made, and the Bill is now much improved, but the compulsory clauses still remain. While the Bill was still before the select committee a strong feeling had been growing up amongst the profession, that inasmuch as there has been and is no demand on the part of landowners for the measure, and as the experience of solicitors satisfies them that compulsory registration will neither simplify titles, nor cheapen transfer, it is both the right and the duty of the profession to exercise its legitimate political influence—recognized as it is to be powerful, if exerted—to oppose the Bill unless the compulsory clauses are struck out, and unless solicitors were secured against having their proper professional business taken away from them by officials, or by unqualified persons. It would now seem that the select committee have so amended the Bill as to afford the profession and the public protection from unqualified practitioners, and so as also to prevent the establishment of a system of official conveyancing. Your committee, however, think that the opposition should be continued, unless the compulsory clauses are withdrawn, and they again record their conviction that there is no good reason why landowners should be put to the expense and trouble of registration, whether they desire it or not. The Council of the Incorporated Law Society, after having issued a most valuable pamphlet of observations on the Bill, the fruits of which are to be seen in some of the most important alterations made by the select committee, recognized the feeling of the profession, and placed itself at the head of an organization for opposing the Bill on the two important points referred to. In this opposition the council has received the hearty co-operation of the Associated Provincial Law Societies, and your committee have readily taken part in the movement.

The course adopted has been thus:—At the invitation of your committee a small committee has been formed in each electoral division within the district represented by the society. These committees have communicated by letter or by deputation, or both, with the Members of Parliament for the several divisions, and have also availed themselves of such opportunity as they possessed of bringing the views of the profession before peers locally resident. At the present stage of the opposition it would not be prudent to publish in detail the result of these steps, but your committee have every reason to be satisfied with the assurances thus far obtained, and are confident that the opposition if continued will be successful. They ask the society to strengthen their hands by a clear expression of opinion at the general meeting, and by the exercise of the individual influence of the members with their representatives in Parliament. The committee cannot pass from the subject without expressing their sense of the obligation solicitors are under to the SOLICITORS' JOURNAL, for its timely and powerful articles on this question, which have done so much to bring out the real character and tendency of the Bill as originally introduced, especially as to its bearing upon the interests of the profession.

The Solicitors Act, 1888.—This Act deserves special attention as marking a further step in the progress of the profession towards complete self-government. It provides for the appointment of a committee, consisting of members of the Council of the Incorporated Law Society, to which all applications against a solicitor must, in the first instance, be made. It is anticipated that the measure will have the effect of protecting solicitors from being called upon to defend themselves before the ordinary tribunals against unfounded charges, and, at the same time, of facilitating the removal from the roll of solicitors who bring discredit upon the profession. In the course of the promotion of the Bill, the Council of the Incorporated Law Society desired an expression of opinion upon it from the provincial law societies, and your committee gave their opinion strongly in its favour.

Annual Certificate Duty.—Your committee have again conveyed to the Council of the Incorporated Law Society the opinion that it is inexpedient to support the Bill which has been re-introduced into Parliament for repealing the certificate duty. Your president, representing the society at a meeting of the provincial law societies in March last, supported a resolution, which was then passed, to the same effect.

Trusts Act, 1888—Land Charges Registration and Searches Act, 1888.—Your committee concurred with the other provincial law societies in supporting the Council of the Incorporated Law Society in the promotion of these measures, and feel that the thanks of the profession and the public are due to the council for the beneficial legislation thus initiated by them.

Taxation of Costs Order (May, 1889).—Your committee, at the request of the Council of the Incorporated Law Society, delegated the president to join a deputation to the Lord Chancellor, with the object of obtaining the revision of this order, which, by empowering taxing masters to award a gross sum, according to their idea of the amount of costs which ought to have been incurred in any case, appeared to the committee to place an arbitrary power in the hands of the taxing master, without appeal, and therefore to be capable of being worked so as to cause gross injustice to solicitors. The result of the application to the Lord Chancellor is not yet known, but it is hoped that the efforts of the council and delegates will be successful.

Conditions of Sale charging Auction Fees to Purchasers.—The report of the committee for 1888, adopted at the last annual general meeting, recommended that the further consideration of this question should stand over until the appeal of the House of Lords in the case of *Re Newbould* should be decided. The adoption of the same report expressed the sense of the members that resolutions such as those passed by the society on this subject are to be treated as expressing the general sense of the society as to the best practice, and not as rules, the observance of which is to be a condition of membership. The material question involved in *Re Newbould* was settled by the House of Lords, in the case of *Re Parker*, on an appeal, assisted by the Council of the Incorporated Law Society, and the decision establishes the right of solicitors to be paid according to the old system, as altered by Schedule 2 of the Remuneration Order, for work done in connection with an auction prior to deducting title, when the conducting scale is not earned. This still leaves unsettled the question whether a solicitor is entitled to the conducting scale when an auctioneer is employed and paid only a moderate fee for offering the property by auction, such fee being paid by the vendor. In the meantime the Council of the Incorporated Law Society have advised that where the auctioneer's fee is paid by the purchaser, the solicitor is not thereby precluded from earning the conducting scale, and the council have further intimated that they do not now press the objection they formerly felt to conditions throwing on a purchaser the auctioneer's commission. This fact was communicated to the members by your committee by circular dated the 9th of March last, and appears to have been considered satisfactory. The president brought the subject before the Associated Provincial Law Societies at a meeting held on the 21st of March last, but the general feeling of the representatives present was against the adoption of such a condition.

The Ellett Benevolent Fund.—At the last annual general meeting of the society, Mr. James Wintle moved pursuant to notice:—"That the sum of one hundred and five pounds be handed by the society to the president, and that he be asked to accept that sum in recognition of the society's great obligation to him for his very valuable services to the society during the five years and upwards that he has held the office of president, and represented the society on the Council of the Incorporated Law Society, and which services have necessarily entailed on him a cash expenditure of a large amount." This motion was seconded by Mr. William Stephens Jones, and carried unanimously. Mr. Ellett, in thanking the society and accepting the gift, expressed the desire that the money

might be applied in establishing a benevolent fund in connection with the society, and associated with the tenure of office in it. The general meeting adopted this suggestion, and referred it to the committee to arrange and carry out in conjunction with the president a scheme for giving effect to his wishes as expressed at the meeting. The committee accordingly gave the matter their consideration, and with the full approval of the president they unanimously adopted the following scheme, viz.:—"That the sum of £100 (part of the £105), be forthwith invested in the names of Mr. Robert Ellett, and of such other members of the society as he may direct. That the fund constituted by such investment be called 'The Ellett Benevolent Fund.' That the income of such fund be from time to time disposed of and applied in such manner, and to or for such benevolent objects or purposes as Mr. Ellett shall direct. That failing any such direction, then such income, and any accumulation thereof, be applied so soon as practicable in constituting the president, vice-president, or any other officer for the time being of this society, a life member of 'The Solicitors' Benevolent Association.' That the remaining sum of £5, supplemented by a further sum of £5 10s., and making together the sum of £10 10s., be forthwith paid to 'The Solicitors' Benevolent Association' in the name of Mr. Ellett, and so as to constitute him a life member of that association."

LEGAL NEWS.

OBITUARY.

MR. NANABHAI HARIDAS, one of the judges of the High Court at Bombay, who died recently at Bombay, was a native of Guzerat, and was born in 1832. He was educated at the Surat Government School and at Elphinstone College, Bombay. In 1852 he was appointed by the late Sir Thomas Erskine Perry, Chief Justice of Bombay, to the office of assistant-translator to the Supreme Court at Bombay, and he held that office for over ten years. He was employed by the Bombay Government in preparing the official Guzerattie translation of the Indian Penal Code, and of the Codes of Civil and Criminal Procedure. In 1861 he was admitted as a pleader of the Supreme Court, and he practised with considerable success. In 1868 he was appointed a puisne judge of the High Court of Judicature at Bombay, and he held that office till his death. *The Times* says:—"The position attained by Mr. Justice Nanabhai Haridas in the public service furnishes an illustration of the liberal tendencies of the British Indian Administration, under which it is possible for a duly-qualified subject of her Majesty, of whatever race or creed, to rise to the highest offices under the Crown in India."

MR. ALFRED CHARLES TATHAM, solicitor (of the firm of Tatham & Hardy), of Library-chambers, Gray's-inn, died at his residence, Trevor Lodge, Surbiton Hill, on the 8th inst. at the age of seventy. Mr. Tatham was born in 1818. He was admitted a solicitor in 1842, and he had since carried on an extensive practice in Staple-inn, and more recently in Gray's-inn. He was at the time of his death associated in partnership with Mr. Leonard James Tatham and Mr. Charles Frederick Hardy. Mr. Tatham was for many years vestry clerk of the large parish of Hornsey, and he had been solicitor to the Hornsey School Board ever since its formation. He was also solicitor to the Hornsey Local Board. Mr. Tatham was for many years one of the Surbiton Improvement Commissioners. He was buried at Surbiton on the 12th inst.

MR. EDWARD BORTON, barrister, died at his residence, 43, Connaught-square, on the 15th inst. in his seventy-ninth year. Mr. Borton was the third son of the Rev. John Drew Borton, rector of Blofield, Norfolk, and was born in 1810. He was educated at Trinity Hall, Cambridge, where he graduated first class in Civil Law in 1832. He was called to the bar at the Inner Temple in Hilary Term, 1839, and he practised in the Chancery Division. Mr. Borton was for nearly fifteen years secretary to the late Vice-Chancellor Malins. He was married, first, in 1847 to the second daughter of Mr. George Hutton Wilkinson, recorder of Durham, and secondly, in 1857, to the youngest daughter of Mr. William Armstrong.

MR. ALFRED HARMSWORTH, barrister, died on the 16th inst. Mr. Harmsworth was the only son of Mr. Charles Harmsworth, and was born in 1837. He was called to the bar at the Middle Temple in Trinity Term, 1869, and he practised on the South-Eastern Circuit, and at the Middlesex, Essex, Hertford, and St. Alban's Sessions. He had a good business, and he frequently appeared as junior counsel for the Great Northern Railway Co.

APPOINTMENTS.

MR. ARTHUR JAMES BEARCROFT, solicitor, of Droitwich, has been appointed Clerk to the Droitwich Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, and Superintendent-Registrar of Births, Deaths, and Marriages for the Droitwich District, in succession to his father, the late Mr. Henry Bearcroft. Mr. A. J. Bearcroft was admitted a solicitor in 1880.

MR. THOMAS BEARD, solicitor, of 10, Basinghall-street, has been appointed by Mr. Walter Harris, sheriff-elect, to be one of the Under-Sheriffs of the City of London for the ensuing year. Mr. Beard is deputy for the ward of Bassishaw. He was admitted a solicitor in 1858, and he is in partnership with his sons, Mr. Walter James Westcott Beard, vestry clerk of the parish of St. Michael, Bassishaw, and Mr. Thomas George Beard.

MR. PERCY NAYLOR, solicitor, of Keighley, has been appointed Law

Clerk to the Haworth Local Board. Mr. Naylor was admitted a solicitor in 1887.

Mr. THOMAS GRIPTON GREENSILL, solicitor, of Wolverhampton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN NICKOLDS COTTERELL, solicitor, of Walsall, has been appointed Solicitor to the Walsall District Licensed Victuallers' and Beer Retailers' Friendly and Protection Society. Mr. Cotterell was admitted a solicitor in 1880.

Mr. JOSEPH WILSON, solicitor (of the firm of Huish & Wilson), of Derby, Ilkeston, and Long Eaton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EDWARD ARCHDALL FFOOKS, solicitor, of Sherborne, has been appointed Registrar of the Archdeaconry of Dorset. Mr. Ffooks is clerk of the peace for Dorsetshire. He was admitted a solicitor in 1882.

Mr. JOHN LLOYD MORGAN, barrister, who has been elected M.P. for the Western Division of Carmarthenshire in the Liberal interest, is the son of Mr. William Morgan, of Carmarthen, and was born in 1861. He was educated at Trinity Hall, Cambridge. He was called to the bar at the Middle Temple in May, 1884, and he practises on the South Wales and Chester Circuit. Mr. Morgan is a magistrate for Carmarthenshire.

Mr. VINCENT BROWN, barrister, has been appointed to act as Solicitor-General of Trinidad. Mr. Brown is the son of Mr. Joseph Brown, of Trinidad. He was called to the bar at Gray's-inn in July, 1878.

Mr. EDWARD PARKER WOLSTENHOLME, barrister, has been elected a Bench of Lincoln's-inn.

Mr. WILLIAM EDWARD CAVE, solicitor, of Altrincham, registrar of the Altrincham County Court, has been appointed Registrar of the Birkenhead County Court (Circuit No. 7), and District Registrar under the Judicature Acts, in succession to the late Mr. John Robert Williams. Mr. Cave was admitted a solicitor in 1864.

Mr. JOHN LAMB, solicitor and notary, of Birkenhead, has been appointed Registrar of the Altrincham County Court (Circuit No. 7), in succession to Mr. William Edward Cave, who has been appointed registrar of the Birkenhead County Court. Mr. Lamb was admitted a solicitor in 1879.

Mr. EDWARD BRUCE HINDLE, barrister, has been appointed Queen's Advocate for the Gold Coast Colony. Mr. Hindle is the eldest son of Mr. John Hindle, of Stockport, and was born in 1851. He was called to the bar at the Middle Temple in June, 1879, and he formerly practised on the Northern Circuit. He has been for several years a district commissioner in the Gold Coast Colony.

Mr. RALPH DANIEL MAKINSON LITTLER, Q.C., has been elected Chairman of the Middlesex Quarter Sessions. Mr. Littler is the son of the Rev. Robert Littler, and was born in 1835. He was educated at University College, London, and he graduated B.A. of the University of London in 1856. He was called to the bar at the Inner Temple in Trinity Term, 1857, but he afterwards migrated to the Middle Temple. He practises on the Northern Circuit and at the Parliamentary bar. He was for several years a revising barrister, and he became a Queen's Counsel in 1873. Mr. Littler is also chairman of the Middlesex County Council, and of the Wood Green Local Board, a magistrate for Middlesex, and a Bench of the Middle Temple.

Mr. GEORGE LEWIS GARCIA, Solicitor-General of Trinidad, has been appointed to act as Attorney-General of Trinidad. Mr. Garcia is the eldest son of Mr. George Garcia, of Trinidad. He was born in 1845, and he was called to the bar at the Inner Temple in Trinity Term, 1868.

The Right Hon. LEONARD HENRY COURTNEY, M.P., Chairman of Committees in the House of Commons, has been elected a Bench of Lincoln's-inn.

Mr. RICHARD WILLIAM FORREST, solicitor (of the firm of Robb & Forrest), of Gainsborough, has been appointed Deputy Clerk to the Gainsborough Local Board. Mr. Forrest was admitted a solicitor in 1884.

Mr. HALE HORATIO SHEPARD, barrister, has been appointed a Judge of the High Court of Judicature at Madras. Mr. Justice Shepard is the second son of Mr. John Shepard, of Egham, Surrey, and was born in 1843. He was educated at Balliol College, Oxford, where he graduated second class in Classics in 1865. He was called to the bar at the Inner Temple in Michaelmas Term, 1867, and he formerly practised on the Home Circuit. He was for several years Government Pleader at Madras, and he has already acted as a judge of the High Court.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

FRED GARDNER and THOMAS RICHARDS PENDEREL HERBERT, Newport, Monmouth, solicitors (Gardner & Herbert). July 1. The said Thomas Richards Penderel Herbert will carry on the business on his own account under the style or firm of Gardner & Herbert. [Gazette, July 16.]

GENERAL.

The Trust Funds Investment Bill was in the paper of the House of Lords for second reading on Thursday.

The Public Trustee Bill has already passed through Committee in the House of Lords.

A correspondent of the *St. James's Gazette* says that the Master of the

Rolls was presented to the Shah at Hatfield, and his Majesty took him to be the Queen's chief executioner, and expressed a hope that he performed his painful duties as humanely as possible.

A new Bills of Sale Bill has been introduced by the Lord Chancellor, consisting of the following clauses:—"1. An instrument hypothecating or declaring trusts of imported goods during the interval between the discharge of the goods from the ship in which they are imported and their deposit in a warehouse or delivery to a purchaser, shall not be deemed a bill of sale within the meaning of the Bills of Sale Act, 1882. 2. This Act may be cited as the Bills of Sale Act, 1889."

The *Builder* says that the demolition of a modern house that stood against the southern wall of the Rolls Chapel, opens out the hitherto private way between the Public Record Office and Rolls-yard. The removal of the house also lays bare most of the original walling—as latterly cased in flint—of this side of the chapel, together with the tower, square on plan, and with its coign-stones much decayed, at the south-eastern angle. In this tower's western wall is a high narrow slit window that lights the newel staircase within. Moreover, one can now clearly trace the outline of one of the original windows, being that in the southern wall, nearest to the tower. One or two of its iron bars have been discovered, and we understand that it is proposed shortly to clear out the stones, and, if possible, renew the window after its former condition. The corresponding window (glazed) to the west is a later insertion; that between these two is quite blocked in. A chapel here appertained to Henry III.'s "Domus Conversorum." Pennant says Inigo Jones rebuilt it at a cost of £2,000 in 1617. It certainly has many features in common with Jones's Gothic chapel in Lincoln's-inn. The window we speak of is, with three others, closed up from within.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Monday, July	23 Mr. Clowes	Mr. Pugh	Mr. Jackson
Tuesday	23 Koe	Lavie	Carrington
Wednesday	24 Clowes	Pugh	Jackson
Thursday	25 Koe	Lavie	Carrington
Friday	26 Clowes	Pugh	Jackson
Saturday	27 Koe	Lavie	Carrington
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Monday, July	22 Mr. Rolt	Mr. Pemberton	Mr. Beal
Tuesday	23 Godfrey	Ward	Leach
Wednesday	24 Rolt	Pemberton	Beal
Thursday	25 Godfrey	Ward	Leach
Friday	26 Rolt	Pemberton	Beal
Saturday	27 Godfrey	Ward	Leach

WINDING UP NOTICES.

London Gazette.—FRIDAY, JULY 12.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BULL HOTEL CO. LIMITED.—Petn for winding up, presented July 9, directed to be heard before North, J., on Saturday, July 30 Torr & Co, Bedford row, agents for Simpson, Leeds, solors for petnrs

HENRY POUND, SON, & HUTCHINS, LIMITED.—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Alcegon Onond Miles, 28, King st, Chancery. Friday, Aug 9, at 12, is appointed for hearing and adjudicating upon the debts and claims

J. LEWIS MILLS & CO., LIMITED.—Kay, J., has fixed July 23, at 12, at his chambers, for the appointment of an official liquidator

LIVERPOOL EMPIRE THEATRE OF VARIETIES, LIMITED.—Petn for winding up, presented July 9, directed to be heard before Kay, J., on July 20. Morse & Simpson, Copthall bldgs, Throgmorton st, solors for petnrs

PONDOLAND EXPLORATION AND MINING CO., LIMITED.—Petn for winding up, presented July 8, directed to be heard before Chitty, J., on July 21. Whitfield & Richardson, Finsbury pavement, solors for petnrs

SOUTH VOGELSTRUIS GOLD CO. LIMITED.—By an order made by Stirling, J., dated June 29, it was ordered that the winding up be continued. Morley & Shirreff, Gresham house, solors for petnrs

WILTSHIRE BREWERY CO. LIMITED.—Petn for winding up, presented July 6, directed to be heard before Kay, J., on Saturday, July 29 Beard & Sons, Basinghall st, solors for petnrs

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

KING INSURANCE CO. LIMITED.—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims to Robert Jones, 30, North John st, Liverpool Tuesday, Sept 3, at eleven, is appointed for hearing and adjudicating upon the debts and claims

WELLINGTON CORN MILL CO. LIMITED.—Petn for winding up, presented July 11, directed to be heard before Bristowe, V.C., at the Assize Courts, Strangeways, Manchester, on Monday, July 21, at half-past ten Molesworth, Rochdale, solors for petnrs

FRIENDLY SOCIETIES DISSOLVED.

EAST AND WEST INDIA DOCK CO'S PROVIDENT ASSOCIATION.—West India Dock, Poplar July 6

SHEPHTAH FRIENDLY SOCIETY.—Old Black Bull Inn, Padiham, Lancaster July 9

WEST DERBY SICK AND BURIAL SOCIETY.—7, Low hill, Liverpool July 9

SUSPENDED FOR THREE MONTHS.

SAFEGUARD OF MOULTON LODGE, Independent Order of Rechabites, National Schoolroom, Moulton, Northwich, Chester July 9

SONS OF FREEDOM TRUST, Independent Order of Rechabites, Salford Unity, Congregational Schoolroom, Witham rd, Skelmersdale, Ormskirk, Lancaster July 9

London Gazette.—TUESDAY, July 19.
JOINT STOCK COMPANIES.
 LIMITED IN CHANCERY.

ATKINS FILTER AND ENGINEERING CO., LIMITED—North, J. has fixed Thursday, July 25, at 12, at his chambers, for the appointment of an official liquidator.
A W MORRIS & CO., LIMITED—Stirling, J. has fixed July 25, at 12, at his chambers, for the appointment of an official liquidator.
ECONOMIC CONTRACT CO., LIMITED—Creditors are required, on or before Monday, July 29, to send their names and addresses, and the particulars of their debts or claims, to Thomas Stephen Evans, of 5 and 6, Bucklersbury, Thursday, Aug 8, at twelve, is appointed for hearing and adjudicating upon the debts and claims.
LAKE CITY MINING CO., LIMITED—By an order made by Chitty, J., dated July 6, it was ordered that the company be wound up. Davidson & Morris, Queen Victoria st, solicitors for petitioners.
LUTHER HANSON AND CO., LIMITED—North, J. has fixed Thursday, July 25, at one, at his chambers, for the appointment of an official liquidator.
MCMARY MACHINES CO., LIMITED—Kay, J. has fixed Tuesday, July 23, at twelve, at his chambers, for the appointment of an official liquidator.
COUNTY PALATINE OF LANCASTER.
 LIMITED IN CHANCERY.
HUNCOAT MILL CO., LIMITED—Creditors are required, on or before Aug 13, to send their names and addresses, and the particulars of their debts or claims, to Joshua Rawlinson, of Nicholas st, Buttery Monday, Oct 7, at half-past eleven, is appointed for hearing and adjudicating upon the debts and claims.
FRIENDLY SOCIETIES.
SUSPENDED FOR THREE MONTHS.
GENERAL PROSPERITY LODGE, Free and Independent Order of Oddfellows, South Market Hotel, Meadow lane, Leeds July 12.
TEMPLE OF CHARITY LODGE, United Ancient Order of Druids, West End House, Kirkstall, Leeds July 12.

CREDITORS' NOTICES.
 UNDER 22 & 23 VICT. CAP. 35.
 LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 5.
BARRETT, JOHN, Upper Phillimore pl, Kensington, Esq. August 17. Cooper & Bako, Portman st, Portman sq.
BELL, JAMES CROSFIELD, Tue Brook, nr Liverpool, Tailor. August 10. Radcliffe & Smith, Liverpool.
BEST, DAVID, South Shields. Steam Boat Owner. August 31. Adamson, North Shields.
BONSALL, ANNE, Bath. August 20. James, Serjeant's inn, Fleet st.
BRUCE, ROBERT, Constitutional Club, Northumberland avenue, Esq, formerly Major in the 50th Reg. July 15. Besant & Wills, Portsea.
CARTER, RICHARD, Accrington, Lancs, Clothlooker. August 7. Haworth & Broughton, Accrington.
CAWLEY, ANN, Hollins Green, nr Warrington. August 12. Barrow & Smith, Manchester.
CAWLEY, MARY, Hollins Green, nr Warrington. Aug 12. Barrow & Smith, Manchester.
CLARK, WALTER, Derby, Clerk in Holy Orders, Head Master of Derby School. Aug 14. J. & H. F. Gadsby & Coxon, Derby.
CLEALL, MATTHEW, Brimhill, Wilts. Aug 5. Boxall & Boxall, Chancery lane.
CRAMP, ANN, Coventry, Watch Manufacturer. July 24. Minster, Coventry.
CREMKE, WILLIAM HENRY, Parkhurst rd, Holloway, Gent. Aug 5. Mason & Trotter, Maddox st, Regent st.
DICKINSON, NANCY, Dawson Fold in Lyth, Westmorland. Aug 24. Bolton, Kendal.
DUDGON, ALEXANDER, Tynninghame, East Lothian, N.B., Gent. Aug 8. Cattara, Jehu, & Co, Mark lane.
DUNHAM, DAVID, East Retford, Notts, Furniture Broker. Aug 31. Mee & Co, Retford.
EARNSHAW, HENRY, Goole, Yorks, Gent. Aug 12. England & Son, Goole.
ELLWOOD, THOMAS WILLIAM, Liverpool, Merchant. Sept 1. Bartley & Bird, Liverpool.
FOX, LAWRENCE JOHN, Lydon rd, Clapham, Retired Warehouseman. Bulcraig, Lydon rd, Clapham.
GANGE, REBECCA SARAH MILLARD, Ramsgate. July 15. Petherick & Son, Exeter.
GRUNDY, MARIA, Higher Broughton, Manchester. Aug 1. Brewis, St Helens.
HALLIWELL-PHILLIPS, JAMES ORCHARD, Tregunter rd, Esq. Sept 1. Meredith & Co, New sq, Lincoln's inn.
HARRISON, WILLIAM, Hills pl, Oxford circus, Wholesale Jeweller. Aug 31. Richardson & Sadler, Golden sq.
HOWELL, MARY ELIZABETH, Cathedral st, Norwich. Aug 10. Prior, Norwich.
HUDSON, RICHARD, Kendal, Gent. Aug 1. Arnold & Greenwood, Kendal.
HYDE, MARGARET AGATHA, De Vere gardens, South Kensington. Aug 15. Harvey-Samuel, Whittington avenue, Leadenhall st.
LEEMING, ISABELLA, Accrington, Lancs. Aug 1. Sharples, Accrington.
LUDLOW, WILLIAM, Kilton Vicarage, Lines, Clerk in Holy Orders and Prebendary of Kerswell. July 30. Paterson, Lincoln's inn fields.
MCCALLAN, ELIZABETH ANNE, Hermitage villas, Highgate. Aug 3. Rundle & Hobrow, Coleman st.
MILLS, JONATHAN, Roffach, Llandinam, Montgomery, Farmer. July 20. Woosnam, Newtown.

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 12.

RECEIVING ORDERS.

BAILEY, VINCENT, Eversholt st, Hampstead rd, Clerk to Billiard Table Manufacturers High Court Pet July 10 Ord July 10.
BALDING, HENRY, Bromley, Kent, Builder Croydon Pet July 8 Ord July 8.
BATTEN, CHARLES WILLIAM, Bristol, Beer Retailer Bristol Pet July 8 Ord July 8.
BENNETT, WALTER GEORGE, Oxford, Clerk to Music Sellers Oxford Pet July 9 Ord July 9.
BENOKE, WILLIAM, Cheltenham, Bootmaker Cheltenham Pet July 8 Ord July 8.
CANT, THOMAS, Wivenhoe, Essex, Pork Butcher Colchester Pet July 9 Ord July 9.
COLSON, THOMAS MORTON, Adam st, Adelphi, Hotel Proprietor High Court Pet June 20 Ord July 9.
COOMBS, ELIZABETH, Dionis terr, Parsons green, Fulham, Boot Dealer High Court Pet July 10 Ord July 10.

CURTIS, FRANCIS JAMES, Coventry, Hosier Coventry Pet July 10 Ord July 10.
DAVIES, JAMES, Swansea, Boot Dealer Swansea Pet July 2 Ord July 2.
EASTWOOD, WALTER, Preston, Cabinet Maker Preston Pet July 10 Ord July 10.
FOSTER, RICHARD, Gateshead, Colliery Owner Newcastle on Tyne Pet July 9 Ord July 9.
FRAIS, JACOB, Leeds, Grocer Leeds Pet July 9 Ord July 9.
FRANCIS, FREDERICK CHARLES, Wells, Somerset, Insurance Agent Wells Pet July 9 Ord July 9.
FRANKLAND, ALFRED HERBERT, Leeds, Commercial Traveller Leeds Pet July 8 Ord July 8.
HANCOCK, ROBERT, Shevlock, Cornwall, Farmer East Stonehouse Pet July 8 Ord July 8.
HORNE, JOHN, Walton in Gordano, Somersetshire, Schoolmaster Bristol Pet June 25 Ord July 8.
HYDE, WILLIAM, Worcester, Butcher Worcester Pet July 8 Ord July 8.
JOHNSON, EBENEZER JOSIAH, Larkhall lane, Clapham, Tin Plate Worker Wandsworth Pet July 9 Ord July 9.
KEENE, CHARLES AUGUSTUS, Armsley, Leeds, Prison Governor Leeds Pet June 18 Ord July 10.

KEYES, ROBERT CROFTS, Allerton rd, Lordship Park, Stoke Newington, Hosier High Court Pet July 8 Ord July 8.
KIMMELFIELD, ABRAHAM, Manchester, Cap Peak Manufacturer Manchester Pet June 17 Ord July 10.
KITCHNER, JAMES, Biggleswade, Beds, Coal Merchant Bedford Pet July 10 Ord July 10.
KNIGHT, JAMES, Ricketts st, Fulham, Builder High Court Pet July 9 Ord July 9.
LEWIS, RICHARD, Adde st, Manufacturers' Agent High Court Pet June 27 Ord July 10.
LISCOMBE, WILLIAM THOMAS, Barrow in Furness, Chair Maker Barrow in Furness Pet July 2 Ord July 2.
NIGHTINGALE, THOMAS WALTER, Paul st, Finsbury, Undertaker High Court Pet July 9 Ord July 9.
PEACOCK, LEONARD, Old Shildon, Durham, Joiner Durham Pet July 9 Ord July 9.
PEVERELL, FREDERICK, Castle Eden, Durham, Grocer Sunderland Pet July 10 Ord July 10.
PORTNELL, JAMES CHARLES HENRY, Newport, Mon, Draper Newport, Mon Pet July 9 Ord July 9.

MOON, FRANCES, Golborne Dale, Newtown le Willows. Aug 12. Ashworth & Iman, Manchester.
OAKSHOT, ELIZABETH, Winchester. Aug 16. Bailey & White, Winchester.
PARKEE, JOHN, Mansfield, Notts. Aug 1. Bryan, Mansfield.
RIGDEN, MARY ELLEN, Salisbury. Aug 6. Beaumont & Co, Chancery lane.
ROBISHAW, JOHN JAMES, Oldham, Grocer. July 19. R. & J. Ascroft, Oldham.
SANDBACH, JOHN RICHARD, Marston, nr Northwich, Farm Servant. Oct 5. Hewitt & Co, Manchester.
SYMONDS, EDWARD JOSEPH, Hereford, Draper. Aug 14. Corner & Corner, Hereford.
TANN, ISAAC, East Dereham, Norfolk, Gent. Aug 30. Girling & Ransom, East Dereham.
TURLEY, JOHN, Horne, Kent, retired Tea Dealer. Aug 10. Furley, Canterbury.
VOKES, WILLIAM, Cardiff, Veterinary Surgeon. July 30. Ingledew & Rees, Cardiff.

London Gazette.—TUESDAY, July 9.

BAGNALL, JAMES, Carmarthen. Aug 31. G. R. Bagnall, National Provincial Bank of England (Ltd), Sunderland.
BARRETT, SAMUEL FRANCIS, Norbiton, Surrey, Gent. Aug 1. Marsh, Kingston on Thames.
BISHOP, HARRIET FOAT, Croydon. Aug 10. Wilkins & Co, Gresham House, Old Broad st.
BOWKER, JAMES, Avenue rd, Gent. Aug 8. Bowker & Son, Winchester.
DEADMAN, SARAH, Hastings, Draper. Aug 20. Jones & Glenister, Hastings.
DICKINSON, JAMES, Upholland, Lancs, Farmer. Aug 1. Akerly & Son, Wigan.
ELLISON, SELINA, Leamington. Aug 5. Wright & Hassall, Leamington.
FOGGIN, WILLIAM, Whitley, Northumberland, Gent. Aug 1. Clark & Robson, Newcastle on Tyne.
GLOSSOP, EDWIN JOHN, Wadley, Yorks, Joiner. Aug 31. Kirby & Son, Harrogate.
GOODERSON, ELIZABETH, Eland rd, Lavender Hill, Wandsworth. Aug 19. Champion & Sons, Ironmonger lane.
GREGORY, THOMAS, Buxton, Gent. Aug 3. Taylor & Brown, Buxton.
GRIMK, JOHN, Hindley, Lancs, Registrar of Births and Deaths. Sept 1. Bryan, Hindley.
HAMMOND, CHRISTOPHER, Knaresborough, Yorks, Innkeeper. Aug 31. Kirby & Son, Knaresborough.
HARBOULT, EBERTON VERNON, Whitwell Hall, Yorks, Esq. July 20. W. & E. Gray, York.
HARPER, ABRAHAM, Dudley. July 29. Watts & Jobson, Dudley.
HATTERSLEY, EDWIN, Gravelly, Harrogate, Machine Maker. August 8. Richardson & Byron, Harrogate.
HENLOCH, WILLIAM, Great Corby, nr Carlisle. August 22. Minshall & Co, Chancery lane.
HOUGHTON, THOMAS, Leamington, Beerhouse Keeper. August 5. Wright & Hassall, Leamington.
JAMES, MARGARET, Hill lane, Haverfordwest. July 10. George & Co, Haverfordwest.
KILBY, HENRY, Chatham, Rate Collector. August 3. Hearn, Chatham.
MEDWORTH, JOSEPH, East Sheen, Surrey, Gent. August 9. Anderson & Sons, Ironmonger lane, and Mortlake, Surrey.
MEYRICK, EDWARD STANTON, Kingston, Hereford, Gent. August 6. Temple & Philip, Kingston.
MORRIS, EDWARD, Newtown, Montgomery, Innkeeper. August 8. Williams & Co, Newtown.
OSBELL, ROBERT, Brighton, Gent. August 12. Earle & Co, Manchester.
RICHMOND, WILLIAM, Cowcross st, Hardware Merchant. July 26. Goldring, Gt Tower st.
ROLLINSON, JAMES PLUME, Bury St Edmunds, Retired Farmer. Aug 1. Gross & Son, Bury St Edmunds.
SHELTON, VICTORIA, Dover st, Piccadilly. Aug 15. Billingham & Co, Bucklersbury.
SIPPEL, CHARLES, Cambridge, Musician. Aug 5. Symonds, Cambridge.
SMYKE, ROBERT, Bishop's Stortford, Herts, Esq. Aug 24. Wilde & Co, College hill.
SPICE, ROBERT PAULSON, Parliament st, Gas Engineer. Aug 20. Wilkins & Co, Gresham House, Old Broad st.
STENT, CLARA ANNE, Buckingham pl, Brighton. Aug 17. Verrall & Borsaso, Brighton.
SWEETLAND, JANE, Combmartin, Devon. Sept 23. Friend & Beal, Exeter.
TANNER, JAMES, Forton Lodge, nr Gosport, Clerk in Holy Orders. Aug 3. Burtell, Gosport, Hants.
THOMSON, JOHN, Bromborough, Cheshire, Sugar Refiner. Aug 31. Bateson & Co, Liverpool.
THURSBY, CATHERINE DORCAS, Leamington. Aug 1. Field & Sons, Leamington.
VALE, WILLIAM HENRY, Birmingham, Jewellers' Stamper. July 30. Bradley & Cuthbertson, Birmingham.
VEALE, RICHARD SOBEY, Harrogate, Esq, Doctor of Medicine. Aug 31. Kirby & Son, Harrogate.
WARREN, JANE ANN, Portman st, Portman sq. Sept 1. Hardisty & Co, Great Marlborough st.
WICKENS, ROBERT, Horsaam, Sussex, Labourer. Aug 10. Coole, Horsaam.
YARDLEY, WILLIAM, Alderney rd, Mile end, Lithographic Printer. Aug 16. Webb, St Peter's rd, Mile end rd.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

SIMMONS, MARIA, Dogsthorpe, Peterborough. Earthenware Dealer Peterborough Pet July 10 Ord July 10
SMITH, WILLIAM GEORGE, Gt Grimsby, Builder Gt Grimsby Pet July 8 Ord July 8
TOWNEND, JOHN, Heckmondwike, Coal Merchant Dewsbury Pet July 10 Ord July 10
WILCOX, FRANCIS JOHN, Bath, Timber Merchant's Foreman Bath Pet July 8 Ord July 8
WIS, FREDERICK JOHN, March, Cantab, Solicitor Peterborough Pet July 9 Ord July 9
WOOD, RICHARD DRURY, Barrow in Furness, Time-keeper Barrow in Furness Pet July 8 Ord July 8

The following amended notice is substituted for that published in the London Gazette of June 25.
MASON, EDWIN, Walsall, Currier Walsall Pet June 21 Ord June 21

The following amended notice is substituted for that published in the London Gazette of July 5.
ELPHICK, EDENBERGER, St Leonards on Sea, Commercial Traveller Hastings Pet July 1 Ord July 1

FIRST MEETINGS.

ALLEN, PERCY, Colchester, Hairdresser July 20 at 10.30 Townhall, Colchester
BAGOTT, GEORGE, and **WILLIAM CLAYTON**, St Paul's Churchyard, Fancy Drapers July 24 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
BAKER, JOHN, Sheffield, Rivet Manufacturer July 23 at 10.30 Off Rec, Figtree lane, Sheffield
BARKLEY, THOMAS, Northampton, Florist July 20 at 4 County Court bldgs, Northampton
BATTEN, CHARLES WILLIAM, Bristol, Beer Retailer July 24 at 12 Off Rec, Bank chambers, Bristol
BENCKE, WILLIAM, Pitville, Cheltenham, Boot Maker July 20 at 4.15 County Court Office, Cheltenham
BOUSTRED, WILLIAM, Pontesbury, Salop, Auctioneer July 10 at 11.50 Law Society, Shrewsbury
COCKLE, ARTHUR, St John's rd, Deptford, of no occupation July 19 at 11 119, Victoria st, Westminster

CURTIS, FRANCIS JAMES, Coventry, Hosier July 23 at 12 Off Rec, 17, Hertford st, Coventry
DAVIES, JAMES, Swansea, Boot Dealer July 29 at 12 Off Rec, 6, Rutland st, Swansea
DAWERN, ROBERT, March, Cambs, Solicitor July 29 at 12 Griffin Hall, March
DOUGALL, JAMES, Orchard st, Portman sq. Upholsterer July 24 at 2.30 33, Carey st, Lincoln's inn fields

FORSTER, RICHARD, Gateshead, Colliery Owner July 23 at 3 Off Rec, Pink lane, Newcastle on Tyne

FOSTER, STEPHEN, Esher, Surrey, Wood Merchant July 19 at 3 Railway Hotel, Surbiton
FRANCIS, FREDERICK CHARLES, Wells, Somerset, Insurance Agent July 24 at 3.15 Off Rec, Bank chambers, Bristol

GOODALL, JOHN, and **FREDERICK GOODALL**, Woburn Sands, Wavendon, Bucks, Timber Merchants July 22 at 3 Bankruptcy bldgs, Portugal st, Lincoln's inn

HIGGINSON, ARTHUR, Victoria st, Westminster, Solicitor July 25 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

HOBBS, JOHN, Walton in Gordano, Somerset, Schoolmaster July 24 at 3.30 Off Rec, Bank chambers, Bristol

HYDE, WILLIAM, Worcester, Butcher July 27 at 11 Off Rec, Worcester
JUBB, CHARLOTTE, Kneddington House, nr Howden, Yorks, Widow July 19 at 11 Off Rec, Trinity House lane, Hull

LANE, EDWIN, Bristol, Fruiterer July 24 at 1.15 Off Rec, Bank chambers, Bristol
LINDSEY, BENJAMIN CORNELIUS, Seven Sisters rd, Holloway, Cheesemonger July 24 at 12.30 Bankruptcy bldgs, Lincoln's inn

LUDLAM, JEFFERY WILLIAM, Torrington, Devon, Terra Cotta Manufacturer July 20 at 11 The Castle, Exeter

MERECH, JOHN WILLIAM, Landport, Baker July 22 at 12 166, Queen st, Portsea
NICHOLS, CHARLES CLIFFORD, Fingringhoe, Essex, Farmer July 20 at 10 Townhall, Colchester

NICHOLS, HENRY, and **RICHARD NICHOLS**, Narrow st, Limehouse, Lightermen July 23 at 11 Bankruptcy bldgs, Lincoln's inn

PARKER, JENAS JAMES, Crescent lane, Clapham common, Coal Merchant July 22 at 3 119, Victoria st, Westminster

PORTNELL, JAMES CHARLES HENRY, Newport, Mon. Draper July 23 at 12 Off Rec, 12, Tredegar pl, Newport, Mon

SCOTT, WALTER, and **ARTHUR ARCHIBAD SCOTT**, Rotherham, Builders July 23 at 11 Off Rec, Figtree lane, Sheffield

SIMMONS, FRANK FREDERICK, East Grinstead, Sussex, Coach Builder July 19 at 12.30 The Jubilee Institute, East Grinstead

SMITH, CHARLES, Ridgway, Wimbledon, Saddler July 24 at 3 County Court bldgs, Northampton

STAFFORD, GEORGE, North bldgs, Elgin st, Mercantile Agent July 24 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

STIDDER, J. G., Davis, & Co, Grange rd, Bermondsey, Engineers July 25 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

SWIBLES, ALEXANDER, Northampton, Currier July 20 at 4 County Court bldgs, Northampton

SZAPIRA, SAMSON, Oxford st, China Dealer July 23 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

TAYLOR, JOHN, Liverpool, Lancashire, Cashier to a Fruit Merchant July 23 at 3 Off Rec, 35, Victoria t, Liverpool

ULLATHORNE, GRANVILLE SHARP, Metropolitan bldgs, Queen Victoria st, Engineer July 23 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

WILCOX, FRANCIS JOHN, 9, Calton rd, in the City of Bath, Timber Merchant's Foreman July 24 at 3 Off Rec, Bank chambers, Bristol
WILSON, ARTHUR HENRY, Liverpool, Cotton Broker July 24 at 2 Off Rec, 35, Victoria st, Liverpool

ADJUDICATIONS.

BAGGE, F. H., Gullford st, Russell sq. Contractor High Court Pet April 1 Ord July 10
BATTEN, CHARLES WILLIAM, Bristol, Beer Retailer Bristol Pet July 8 Ord July 8

CANT, THOMAS, Wivenhoe, Essex, Pork Putcher Colchester Pet July 8 Ord July 8
CHAPPELL, WILLIAM HENRY, Cophall bldgs, Printer High Court Pet May 7 Ord July 10

CORRINGLY, CHARLES, The Grove, Hammersmith, Printer High Court Pet July 3 Ord July 10
DAVIES, JAMES, Swansea, Boot Dealer Swansea Pet July 2 Ord July 3

EASTWOOD, WALTER, Preston, Cabinet Maker Preston Pet July 10 Ord July 10
FORSTER, RICHARD, Gateshead, Colliery Owner Newcastle on Tyne Pet July 9 Ord July 9

FRAS, JACOB, Leeds, Grocer Leeds Pet July 9 Ord July 9
FRANKLAND, ALFRED HERBERT, Leeds, Commercial Traveller Leeds Pet July 8 Ord July 8

GASKILL, FREDERICK MESSENA, Liverpool, Forwarding Agent Liverpool Pet May 31 Ord July 10
GRIFFITHS, THOMAS, Lichwedd deri Issaf, Llanwen, Cardiganshire, Cattle Dealer Carmarthen Pet June 10 Ord July 10

HAWLEY, CHARLES, Sheffield, Glass Merchant Sheffield Pet July 4 Ord July 8
HUBBARD, WILLIAM, Edmund pl, Aldersgate st High Court Pet June 15 Ord July 10

HYDE, WILLIAM, Worcester, Butcher Worcester Pet July 8 Ord July 8
JUBB, CHARLOTTE, Kneddington House, nr Howden, Yorks, Widow Kingston upon Hull Pet July 1 Ord July 9

KITCHENER, JAMES, Biggleswade, Beds, Coal Merchant Bedford Pet July 10 Ord July 10
MACKENZIE, PERRY COMPTON, Maclosie rd, West Kensington, Comedian High Court Pet June 7 Ord July 10

NICHOLS, CHARLES CLIFFORD, Fingringhoe, Essex, Farmer Colchester Pet June 26 Ord July 10
PRACOCK, LEONARD, Old Shildon, Durham, Joiner Durham Pet July 9 Ord July 9

PEVERELL, FREDERICK, Castle Eden, Durham, Grocer Sunderland Pet July 8 Ord July 10
PORTNELL, JAMES CHARLES HENRY, Newport, Mon. Draper Newport, Mon Pet July 9 Ord July 9

REID, ARCHIBALD HAMILTON, late Fleet st, Musical Instrument Dealer High Court Pet May 20 Ord July 8
SCHUE, EDWARD THEODORE, Tullerle st, Hackney rd, Timber Merchant High Court Pet May 23 Ord July 10

SCHMITZ, HENRY, Walnut Tree walk, Lambeth, Baker High Court Pet July 1 Ord July 9
SIMMONS, MARIA, Peterborough, Earthenware Dealer Peterborough Pet July 10 Ord July 10

SMITH, WILLIAM GEORGE, Gt Grimsby, Builder Gt Grimsby Pet July 8 Ord July 8
TIMMS, JANE, The Railway Arches, Bateman's row, Shoreditch, Carman High Court Pet July 6 Ord July 9

TOWNEND, JOHN, Heckmondwike, Coal Merchant Dewsbury Pet July 10 Ord July 10
WESTON, HENRY ROBERT AMBROSE, JAMES SETH WESTON, and **BYRON ALBERT WESTON**, Hornsey rd, Bakers High Court Pet July 3 Ord July 10

WRIGHT, GEORGE JELF FRANCIS, Birmingham, Fruiterer Birmingham Pet July 6 Ord July 10

The following amended notice is substituted for that published in the London Gazette of June 25.
MASON, EDWIN, Walsall, Currier Walsall Pet June 21 Ord June 21

RECEIVING ORDER RESCINDED.

DUPRENE, GUSTAV (Sep Estate), Grosvenor Lodge, Beckenham, Kent, Insurance Broker High Court Ord Aug 25, 1888 Resc July 8

PETITION DISMISSED, RECEIVING ORDER RESCINDED, AND ADJUDICATION ANNULLLED.

ESKELL, FREDERICK, Hanover sq, Dentist High Court Rec Ord Feb 13 Adjud March 13 Dis, Resc, and Annul June 19

London Gazette.—TUESDAY, July 16.

RECEIVING ORDERS.

AIRGE, MARY ANN, Crabbs Cross, Ipsley, Warwick, Beerhouse Keeper Birmingham Pet July 13 Ord July 13

ANDREW, HENRY, Trethewel, St Just in the Rose-land, Cornwall, Cattle Dealer Truro Pet July 13 Ord July 13

ANDREWS, ANDREW, Petersfield, Hants, Grocer Portsmouth Pet July 9 Ord July 9

ASHBY, G. A. H., late Bedford st, Covent Garden, no occupation High Court Pet Dec 29 Ord July 9

BENTLEY, ALFRED, Tyldesley, Lancs, Builder Bolton Pet July 12 Ord July 12

BEVAN, JOB WALTER, Dowlands, Glam, Innkeeper's Assistant Merthyr Tydfil Pet July 13 Ord July 13

BRANDRETH, THOMAS GORST, Warrington, Grocer Warrington Pet June 27 Ord July 12

BRIDLEY, JOSEPH, Fulwell, Batley, Yorks, Woollen Manufacturer Dewsbury Pet July 13 Ord July 13

BRUCE, WILLIAM, Ashton under Lyne, Draper Ashton under Lyne Pet July 10 Ord July 10
BURNARD, ROBERT, Falsgrave, Scarborough, Confectioner Scarborough Pet July 13 Ord July 13

CLAY, WILLIAM, Stockton on Tees, Cabdriver Stockton on Tees Pet July 12 Ord July 12
CRUTE, WALTER, Goodrich rd, East Dulwich, Commercial Traveller High Court Pet July 13 Ord July 13

DAVIES, MANUEL BERNARD, Bialna, Mon, Grocer Tredegar Pet July 13 Ord July 13
DAVIES, ROBERT P., Blaenau Ffestiog, Merioneth, Watchmaker Blaenau Ffestiog Pet June 27 Ord July 12

DE FERNEX, JOHN HENRY, Orchard bldgs, Acton st, Haggerston, Mantle Manufacturer High Court Pet July 12 Ord July 12

DE KONGONCHIEFF, FRINCE NORRIS, Bournemouth Poole Pet June 25 Ord July 11
DIXON, JOHN SCOTT, Leicester, Paper Merchant Leicester Pet July 9 Ord July 9

DODDINGTON, EDWARD, Kinghorne st, Smithfield, Dairyman High Court Ord June 29

FRANKS, MICHAEL, Blaenavon, Mon, Pawnbroker Tredegar Pet June 27 Ord July 12
FRENCH, JAMES, Colins, Lancs, Journeyman Shoemaker Burnley Pet July 11 Ord July 11

GAMBLE, ELIZABETH BOWEN, Claybrooke Magna, Leics, Draper Leicester Pet July 8 Ord July 8
GRACE, ALLEN ZACHARIAH, Thwaite, Suffolk, Clerk in Holy Orders Ipswich Pet July 8 Ord July 8

HABORNAVES, HERBERT WILLIAM, Liverpool, Tailor Liverpool Pet July 12 Ord July 12
HARLEY, JOHN EDWIN, King William st, Architect High Court Pet June 30 Ord July 12

HEINTZE, ROBERT, Leyes rd, Victoria Docks, Baker High Court Pet July 11 Ord July 11
HOLDSWORTH, TOM, Bradford, Tobacconist Bradford Pet July 10 Ord July 10

HOWE, REUFERT BOWN BLUNT, Broadstairs, Kent Canterbury Pet Jan 2 Ord March 15
HOWE, THOMAS HARRIS MANNERS, Broadstairs, Kent Canterbury Pet Jan 2 Ord March 15

HOWELL, GEORGE ROBERT, Roman rd, Bow, Clothier High Court Pet July 13 Ord July 13
HUTCHINSON, HENRY, Strigg, Lincolnshire, Beerhouse Keeper Gt Grimsby Pet July 11 Ord July 11

JOHNSON, JAMES, Wigan, Cotton Spinner Wigan Pet April 10 Ord July 11
JONES, JOHN BIRCH, Bala, Merioneth, Painter Wrexham Pet July 13 Ord July 13

KIRKALDY, ROBERT ALEXANDER, Little Moorfields, Licensed Victualler High Court Pet July 12 Ord July 12
LAMBERT, RADULF LENOX, Stoke lane, Somerset, Gent Frome Pet July 12 Ord July 12

LANDER, ALFRED, Gt Grimsby, out of employment Gt Grimsby Pet July 11 Ord July 11
LASSALLE, HENRY, Bedfordbury, Covent Garden, Theatrical Jeweller High Court Pet June 5 Ord July 10

MACKERRAS, THOMAS FEAR, Bandon rd, Old Ford rd, Box Maker High Court Pet July 11 Ord July 11

MORGAN, CHARLES WILLIAM, Ebbw Vale, Mon, Painter Tredegar Pet July 13 Ord July 12
MOYER, CHARLES, Hemmings, Suffolk, Grocer Ipswich Pet July 11 Ord July 11

PADDOCK, JAMES, Buckland Monachorum, Devon, Gent East Stonehouse Pet July 11 Ord July 11

PARNALL, SIDNEY FRANCIS, Bristol, Saddler Bristol Pet July 12 Ord July 12
PEIRSON, MICHAEL, Loftus in Cleveland, Yorks, Agricultural Engineer Stockton on Tees and Middleborough High Court Pet July 12 Ord July 12

RANK, ANNIE, Goddall, I W, General Dealer Newport and Ryde Pet July 11 Ord July 11
REBERTSON, JOHN, Leicester, Coal Merchant Leicester Pet June 29 Ord July 11

ROWSELL, HENRY, Yeovil, Builder Yeovil Pet July 13 Ord July 13

RUSSELL, JOHN CHARLES, Stockton on Tees, Inn-keeper Stockton on Tees Pet July 11 Ord July 11
SHEPHERD, GEORGE ROBERT, Stradling, Lincs, Tailor Peterborough Pet July 11 Ord July 11

SHEPHERD, LUDLOW, Sydney rd, Stockwell, Butcher High Court Pet June 29 Ord July 11
SHINER, CHRISTOPHER MITCHELL, New Broad st, Architect High Court Pet June 20 Ord July 11

SILLEY, JOHN, Mitcheldean, Glos, Agent for Artificial Manures Gloucester Pet June 26 Ord July 12
SMITH, W. W., Brampton rd, South Hackney, Rug Manufacturer High Court Pet June 21 Ord July 11

SOANE, EDWARD, late Akerman rd, Brixton, Cheesemonger High Court Pet July 10 Ord July 13

SYMONS, JOHN, jun., Wheel Rose, St Agnes, Cornwall, Carpenter Truro Pet July 5 Ord July 10

THEOBALD, CAPTAIN A., late Duke st, St James' High Court Pet May 15 Ord July 11

THOMPSON, LEONARD, Thirk, Yorks, Chemist Northallerton Pet July 10 Ord July 10

TUTTILL, C., Sevenoaks, Kent, Builder Tunbridge Wells Pet May 29 Ord July 11

VAUGHAN, THOMAS BOWEN, Carmarthen, Tailor Carmarthen Pet July 11 Ord July 11
WARMINGTON, ROBERT THOMAS, Fishponds, Glos, Builder Bristol Pet July 11 Ord July 11

WELLS, JOHN ROBERT, and **KATHERINE HICKS**, Wells, Norwich, Millers Norwich Pet July 11 Ord July 11

WILLIAMS, EDWIN, Cusagane, Gwennap, Cornwall, Grocer Truro Pet July 9 Ord July 9
YIEND, HENRY FREDERICK, Winchcomb, Glos, Builder Cheltenham Pet July 11 Ord July 11

FIRST MEETINGS.
ANDREWS, ANDREW, Petersfield, Hants, Grocer July 24 at 12.30 166, Queen st, Portsea
ATLIN, WILLIAM HODDER EDWARDS, late of Milverton, Somerset, Baker July 23 at 11.30 Off Rec, 55, Hammet st, Taunton

BARNON, JOHN MORRIS, Reading, Jeweller July 23 at 12 119, Victoria st, Westminster
BENNETT, FREDERICK, New Windsor, Plumber July 27 at 11 White Hart Hotel, Windsor
BRUCE, WILLIAM, Ashton under Lyne, Draper July 23 at 1.45 Townhall, Ashton under Lyne
BUTLER, EDWARD (sep estate), Park row, New Cross, Licensed Victualler July 23 at 4.30 119, Victoria st, Westminster
CANT, THOMAS, Wivenhoe, Essex, Pork Butcher July 23 at 10 Townhall, Colchester
DAWSON, ANNIE DAWSON, Clifton gdns, Maida hill, School Proprietress July 26 at 2.30 33, Carey st, Lincoln's inn
DE KONGONCHIEFF, PRINCE NORRIS, Bournemouth July 25 at 12.30 Off Rec, Salisbury
DIXON, JOHN SCOTT, Leicester, Paper Merchant July 30 at 3 Off Rec, 25, Friar lane, Leicester
EASTWOOD, WALTER, Preston, Cabinet Maker Aug 2 at 3 Off Rec, 14, Chapel st, Preston
EDWARDS, JOHN, and DAVID EDWARDS, Treherbert, Glam, Builders July 23 at 12 Court house, Pontypridd
EVANS, WILLIAM, Bettws y Coed, Carnarvon, Builder July 25 at 2.30 Bankruptcy Office, Crypt chmbrs, Chester
FIFE, JONATHAN, Ashford, Kent, Baker July 23 at 3 Saracen's Head Hotel, Ashford
FRANKS, JACOB, Leeds, Grocer July 23 at 11 Off Rec, 22, Park row, Leeds
GAMBLE, ELIZABETH BOWN, Claybrooke Magna, Leics, Draper July 30 at 12.30 Off Rec, 25, Friar lane, Leicester
GRACE, ALLEN ZACHARIAH, Thwaite, Suffolk, Clerk in Holy Orders July 23 at 12.15 Off Rec, Ipswich
HOFFER, JEAN, Camberwell New rd, Merchant's Clerk July 25 at 2.30 33, Carey st, Lincoln's inn
HOLDSWORTH, TOM, Bradford, Tobacconist July 24 at 11 Off Rec, 31, Manor row, Bradford
HOWE, RUPERT BOWN BLUNT, Broadstairs, Kent July 27 at 12 33, Carey st, Lincoln's inn
HOWE, THOMAS HARRIS MAYNERS, Broadstairs, Kent July 27 at 11.30 33, Carey st, Lincoln's inn
JOHNSON, JAMES, Wigan, Cotton Spinner July 25 at 11 Wigan County Court
JONES, HENRY, Ruardean, Glos, Shoemaker July 26 at 10 2, Off st, Hereford
MAARS, ISAAC, late Chitts Hill Park Estate, Wood Green, Builders July 23 at 11 33, Carey st, Lincoln's inn
MORRISON, G., Gipsy Hill, Norwood, Dairyman July 26 at 12 33, Carey st, Lincoln's inn
MOYER, CHARLES, Hemingtons, Suffolk, Grocer July 23 at 11.45 Off Rec, Ipswich
OLIVER, JAMES, Birmingham, Letter Cutter July 24 at 11 25, Colmore row, Birmingham
PARSONS, WALTER CHARLES, Southampton, Grocer July 31 at 11 Off Rec, 4, East st, Southampton
PHILIPOT, URBEN HOUGHTON, Bolingbroke Market, Northcote rd, Battersea rise, Bookseller July 24 at 3 119, Victoria st, Westminster
RANDALL, ALBERT EDWARD, St Leonards on Sea, Boot Maker July 23 at 2 Young & Sons, Bank bldgs, Hastings
RANN, ANNIE, Godehill, I. W., General Dealer July 27 at 2 Holyrood chmbrs, Newport, I. W.
ROBERTSON, JOHN, Leicester, Coal Merchant July 23 at 12 Off Rec, 25, Friar lane, Leicester
ROSE, FREDERIC WILLIAM, and EDWARD BUTLER, Tanners hill, Deptford, Licensed Victuallers July 23 at 3 119, Victoria st, Westminster
ROSE, FREDERIC WILLIAM (separate estate), Tanners hill, Deptford, Licensed Victualler July 23 at 4 119, Victoria st, Westminster
ROSSER, JENKIN, Neath, Glam, Potato Merchant July 30 at 11.30 Castle Hotel, Neath
SAUNDERS, CATHERINE ELIZABETH PATTEN, Mayfield, Sussex, Widow July 24 at 2.30 Spencer & Reeves, Mount Pleasant, Tunbridge Wells
SHEPHERD, GEORGE ROBERT, Spalding, Lincs, Tailor July 31 at 1 Law Courts, New rd, Peterborough
SMITH, MARIA, Peterborough, Earthenware Dealer July 31 at 12 County Court, Peterborough
SMITH, EMMA ROSA, and ELIZABETH MONFREDA SMITH, Leominster, Licensed Victuallers July 25 at 10 18, Corn sq, Leominster
SMITH, WILLIAM GEORGE, Gt Grimsby, Builder July 25 at 11.30 Off Rec, 3, Haven st, Gt Grimsby
SYMONS, JOHN, jun, Wheel Rose, St Agnes, Cornwall, Carpenter July 23 at 12 Off Rec, Boscawen st, Truro
TOWNEND, JOHN, Heckmondwike, Coal Merchant July 23 at 3 Off Rec, Bank chmbrs, Bailey
TRUMAN, THOMAS, and ARTHUR TRUMAN, Oxford rd, New North rd, Islington, Upholsterers' Trimming Manufacturers July 25 at 11 Bankruptcy bldgs, Lincoln's inn
WESTREY, JEREMIAH, Gt Grimsby, Master of a Fishing Vessel July 25 at 11 Off Rec, 3, Haven st, Gt Grimsby
WILLIAMS, EDWIN, Cusgarne, Gwennap, Cornwall, Grocer July 23 at 2 Off Rec, Boscawen st, Truro
WILLIAMS, MORGAN, Incline Top, nr Quaker's yd, Merthyr Tydfil, Labourer July 24 at 12 Off Rec, Merthyr Tydfil
WISE, FREDERIC JOHN, March, Cambs, Solicitor July 29 at 12.30 Griffin Hotel, March
WRIGHT, GEORGE JELF FRANCIS, Birmingham, Fruiterer July 23 at 12 25, Colmore row, Birmingham

The following amended notice is substituted for that published in the London Gazette of July 12.

MERCER, JAMES WILLIAM, Landport, Baker July 22 at 12 166, Queen st, Portsea

ADJUDICATIONS.

ADAMS, WILLIAM HENRY, Rochdale, Glass Dealer Oldham Pet July 4 Ord July 12
ANDREW, HENRY, Trethewel, St Just in Roseland, Cornwall, Cattle Dealer Truro Pet July 13 Ord July 13
ANDREWS, ANDREW, Petersfield, Hants Grocer Portsmouth Pet July 9 Ord July 10
APLIN, WILLIAM HODDER EDWARDS, late of Milverton, Somerset, Baker Taunton Pet May 17 Ord July 13
BAILEY, VINCENT, Eversholt st, Hampstead rd, Clerk to Billiard Table Manufacturer High Court Pet July 10 Ord July 11
BENNETT, WILLIAM, Cheltenham, Bootmaker Cheltenham Pet July 8 Ord July 12
BRYAN, JOB WALTER, Dowlands, Glam, Innkeeper's Assistant Merthyr Tydfil Pet July 12 Ord July 13
BRIDGER, FRED, late Elms rd, Clapham, no occupation High Court Pet May 8 Ord July 13
CAESTANJEN, HERMANN ERNST, Gt Winchester bldgs, Stock Broker High Court Pet May 17 Ord July 12
CLAY, WILLIAM, Stockton on Tees, Cabdriver Stockton on Tees Pet July 12 Ord July 12
COOMBS, ELIZABETH, Parson's green, Fulham, Book Dealer High Court Pet July 10 Ord July 13
CRUTE, WALTER, Goodrich rd, East Dulwich, Commercial Traveller High Court Pet July 12 Ord July 12
DE FRENEX, JOHN HENRY, Orchard bldgs, Acton st, Haggerston, Mantle Manufacturer High Court Pet July 12 Ord July 12
DIXON, JOHN SCOTT, Leicester, Paper Merchant Leicester Pet July 9 Ord July 9
GAMBLE, ELIZABETH BOWN, Claybrooke Magna, Leices, Draper Leicester Pet July 8 Ord July 8
GRACE, ALLEN ZACHARIAH, Thwaite, Suffolk, Clerk in Holy Orders Ipswich Pet July 8 Ord July 8
HARRIS, J. A., Chancery lane, Solicitor High Court Pet May 13 Ord July 12
HEINTZE, ROBERT, Leyes rd, Victoria Docks, Baker High Court Pet July 11 Ord July 13
HILL, FREDERICK COWDEBOY, Leyton High Court Pet May 3 Ord July 12
HOLDSWORTH, TOM, Bradford, Tobacconist Bradford Pet July 10 Ord July 10
HOOPER, ROBERT, sen, ROBERT HOOPER, jun, and ALFRED HOOPER, Leyton, Olmen High Court Pet June 18 Ord July 12
HOWELL, GEORGE ROBERT, Roman rd, Bow, Clothier High Court Pet July 13 Ord July 13
HUTCHINSON, HENRY, Briggs, Lincolnshire, Beer-house Keeper Gt Grimsby Pet July 11 Ord July 11
INGHAM, EDWARD, late New Broad st, Auctioneer High Court Pet June 6 Ord July 12
INGRAM, ARTHUR, Ilford, Essex, Butcher Chelmsford Pet June 27 Ord July 10
JOHNSON, EBERNEZER JOSIAH, Larkhall lane, Clapham, Tin Plate Worker Wandsworth Pet July 9 Ord July 11
JOHNSON, THOMAS, Castle Donington, Leicester-shire, Farrier Leicester Pet July 1 Ord July 2
JONES, JOHN BIRCH, Bala, Merioneth, Painter Wrexham Pet July 13 Ord July 13
KIMMELFIELD, ABRAHAM, Manchester, Cap Peak Manufacturer Manchester Pet June 17 Ord July 11
KNIGHT, JAMES, Ricketts st, Fulham, Builder High Court Pet July 9 Ord July 11
LANE, EDWIN, Bristol, Fruiterer Bristol Pet July 5 Ord July 11
LARDEE, ALFRED, Great Grimsby, out of employment Great Grimsby Pet July 11 Ord July 11
LEWIS, RICHARD, Adde st, Manufacturer's Agent High Court Pet June 2 Ord July 13
MACKERRAS, THOMAS FRAS, Bandon rd, Old Ford rd, Box Maker High Court Pet July 11 Ord July 11
MANTON, THOMAS, Leicester, Refreshment house Keeper Leicester Pet July 1 Ord July 8
MATTISON, THOMAS, Southampton, Carriage Builder Southampton Pet June 25 Ord July 12
MILLER, GERALD CRAMTON, late Lloyd's, Royal Exchange, Underwriter High Court Pet May 16 Ord July 13
MORGAN, CHARLES WILLIAM, Ebbw Vale, Mon, Painter Tredegar Pet July 12 Ord July 12
MOYSE, CHARLES, Hemingtons, Suffolk, Grocer Ipswich Pet July 11 Ord July 11
NEWBERRY, FREDERICK CHARLES BEAUMONT, Walbrook Wharf, Cousin lane, Paper Merchant High Court Pet May 13 Ord July 11
PADDOCK, JAMES, Buckland Monachorum, Devon, Gent East Stonehouse Pet July 11 Ord July 13
PERIBSON, MICHAEL, Loftus in Cleveland, Yorks, Agricultural Engineer Stockton on Tees and Middlesborough Pet July 12 Ord July 12
PYLE, GEORGE, Sevenoaks, Kent, Tobacconist Tunbridge Wells Pet June 20 Ord July 9
RUSSELL, JOHN CHARLES, Stockton on Tees, Innkeeper Stockton on Tees Pet July 11 Ord July 11
SHEPHERD, GEORGE ROBERT, Spalding, Lincs, Tailor Peterborough Pet July 11 Ord July 11
SIMMONDS, FRANK FREDERICK, East Grinstead, Sussex, Coachbuilder Tunbridge Wells Pet July 1 Ord July 2
SYMONS, JOHN, jun, Wheel Rose, Cornwall, Carpenter Truro Pet July 5 Ord July 10
TAYLOR, JOHN, Liverpool, Cashier to a Fruit Merchant Liverpool Pet July 12 Ord July 12
THOMPSON, LEONARD, Thirsk, Yorks, Chemist Northallerton Pet July 10 Ord July 10
TRENCHARD, HENRY MONTAGUE, Taunton, Solicitor Taunton Pet June 22 Ord July 12
TURNER, THOMAS BALLEMY, Fenchurch st, India-rubber Merchant High Court Pet May 18 Ord July 12

WELLS, JOHN ROBERT, and KATHERINE HICKS WELLS, Norwich, Millers Norwich Pet July 10 Ord July 11
WILLIAMS, EDWIN, Cusgarne, Gwennap, Cornwall, Grocer Truro Pet July 9 Ord July 9
WILSON, THOMAS HENRY, Hornchurch, Essex, Grocer Chelmsford Pet June 21 Ord July 10
WOOD, RICHARD DRURY, Barrow in Furness, Time-keeper Barrow in Furness Pet July 8 Ord July 12
YIEND, HENRY FREDERICK, Winchcomb, Glos, Builder Cheltenham Pet July 11 Ord July 11

RECEIVING ORDER ANNULLED OR RESCINDED.

BURNET, JAMES MURRAY, Tunbridge Wells Tunbridge Wells Ord Sept 13, 1888 Annual or Resc July 11

ADJUDICATION ANNULLED.
PALMER, JOHN CASTLEDINE, Halifax, Tailor Halifax Adjud May 22 Annual July 12

SALES OF ENSUING WEEK.

July 22.—Messrs. HUBBERT, SON, & FLINT, at the Mart, E.C., at 2 o'clock, Freehold Residences (see advertisement, July 13, p. 4).
 July 23.—Messrs. EILOART, at their offices, at 2 o'clock, Law Fire Insurance Shares (see advertisement, this week, p. 4).
 July 23.—Messrs. FOSTER, at the Mart, E.C., at 1 o'clock, Freehold and Leasehold Investments (see advertisement, this week, p. 4).
 July 24.—Messrs. GREGAN & BOYD, at the Mart, E.C., at 2 o'clock, Freehold Estate (see advertisement, July 13, p. 602).
 July 25.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties and Land (see advertisement, this week, p. 4).
 July 27.—Messrs. C & F. RUTLEY, at the Estate, at 3 o'clock, Freehold and Leasehold Investments (see advertisement, July 13, p. 602).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

Picnic and Sale on the Estate.

CHALDON, SURREY.

Only 16 miles from London, 14 miles from Caterham, or 24 miles from Merstham Stations (S.E. Ry.), and two miles from Upper Warrington Station (Oxted Line, L.B. and S.C. Ry. and S.E. Ry.), with good train services.

The pretty, old-fashioned RESIDENCE, Fryerne, with lodge, well-matured gardens, grounds with rookery, &c., commodious farm buildings, and meadow land of 67 acres.

POULTRY FARMS and BUILDING LANDS, beautifully placed on high ground, near to the pretty village of Chaldon, ornamentally planted and well timbered.

TWELVE FREEHOLD SITES, varying from one to 24 acres; Four Freehold and Two Leasehold Cottages, with large gardens. Also

The very complete FREEHOLD FAMILY RESIDENCE, Daisy Farm, with lawns, gardens, orchard, stabling, lodge, and 80 acres of undulating meadow and wood land, with possession, which

MESRS. C. & F. RUTLEY are instructed to SELL BY AUCTION, in a MARQUEE on the Estate, on SATURDAY AFTERNOON, JULY 27, at THREE, by order of the Executors of the late Mr. James Banks Taylor. The land lies high, 500ft. above sea level, notably healthy, the subsoil chalk, admirably suited for small residential farms, within such easy distance of London.

Particulars of Messrs. Simpson & Co., 6, Moorgate-street, E.C.; of Messrs. H. & H. Tod, 45, North Castle-street, Edinburgh; and of C. & F. Rutley, 11, Dowgate-hill, E.C.

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